

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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May 19, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 MAY 19, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO SPECIAL SERVICES FOR
GROUPS FOR CAPACITY BUILDING SERVICES IN THE FIRST SUPERVISORIAL
DISTRICT SOUTH EAST LOS ANGELES SUB-DISTRICT
(FIRST DISTRICT - 3 VOTES)**

SUBJECT

Board approval is requested to delegate authority to execute a Community Services Block Grant (CSBG) contract with Special Services for Groups (SSG) for Capacity Building Services in the First Supervisorial District, South East Los Angeles (SELA) sub-District.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Social Services (DPSS) to execute a contract with SSG substantially similar to the attached contract (Attachment A). The contract will be effective June 1, 2009 or one day after Board approval, whichever is later, through May 31, 2010. The funding for this service will be a portion of the First District's initial Program Year 2008 CSBG allocation and the first surplus allocated to the First District. This is a one-year contract, with no option to renew. Funding for this contract term is \$100,000.
2. Delegate authority to the Director of DPSS to negotiate and execute contract amendments for any increase or decrease, not to exceed 25 percent of the original contract amount, when the change is necessitated by additional and necessary services. Any such amendment would be contingent on continued satisfactory contractor performance, available funding, and approval by County Counsel and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended action will allow the nonprofit agencies to improve their effectiveness through training and education. This will be conducted through innovative strategies that will assist nonprofit and public agency service providers in organizational development, program effectiveness, and performance management to better enable them to assist the low-income population of Los Angeles County.

The purpose of the CSBG program is to assist low-income individuals and families to achieve economic self-sufficiency through a variety of programs and services, such as employment, counseling, education, housing assistance, emergency services, nutrition, youth services, senior services, and health-related services. Currently, there are a total of 123 contracts with 66 Community-Based Organizations that provide CSBG services throughout the five Supervisorial Districts.

Implementation of Strategic Plan Goals

These recommendations are consistent with the principles of the Countywide Strategic Plan Goal #5, Children and Families' Well-being as measured by achievements in the five outcome areas adopted by your Board: good health; economic well-being; safety and survival; social and emotional well-being; and education/workforce readiness.

FISCAL IMPACT/FINANCING

The maximum contract amount for the one-year period is \$100,000, which is 100 percent federally funded. There is no impact on net County cost. The total projected cost is included in the Fiscal Year 2009-2010 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The award of this contract will not result in a reduction of County services.

The contract is not projected to have any negative impact on employee relations.

The contract includes the provision that requires the Contractor to comply with the Los Angeles County's Child Support Enforcement requirements.

The contract includes Contractor Responsibility and Debarment language.

Provisions for the County's Jury Service Program have been included in the contract. The contractor is in compliance with the Jury Service Program.

The contract includes provisions for performance standards/outcome measures.

The Safely Surrendered Baby Law provision is included in the contract, which requires the contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where to safely surrender a baby.

The contract includes the provision for the contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a re-employment list during the life of the contract when filling future vacancies.

County Counsel and the CEO have reviewed this Board letter and the sample contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

In December 2008, the Board approved the Department's request to release a Request for Proposals (RFP) for Capacity Building Services in the First Supervisorial District, SELA sub-District. Two proposals were submitted on the proposal due date of February 5, 2009. Special Services for Groups was selected as the highest ranked proposer.

On November 25, 2008, the Board suspended the use of consensus scoring for all future solicitations and for all solicitations currently in progress. The Capacity Building Services RFP did not reference a scoring process and the evaluation had not started. As a result, we scored the proposal using the Informed Averaging method. The proposal with the highest overall score is being recommended for contract award for Capacity Building Services in the First Supervisorial District, SELA sub-District.

Both proposers have been notified, via letters mailed on March 9, 2009, of the final outcome and recommendation. The proposer who was not recommended for contract award filed for a debriefing. A debriefing meeting was conducted on March 25, 2009. The proposer did not pursue the next level of protest.

The contract does not include a Cost of Living Adjustment.

The Honorable Board of Supervisors
May 19, 2009
Page 4

IMPACT ON CURRENT SERVICES

The award of this contract will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Office, Board of Supervisors, is requested to return one adopted stamped Board letter to the Department of Public Social Services.

Respectfully submitted,



Philip L. Browning
Director

Attachment

PLB:EK:dj

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Community Action Board

**DEPARTMENT OF
PUBLIC SOCIAL SERVICES**



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SPECIAL SERVICES FOR GROUPS
FOR
CAPACITY BUILDING**

**Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411**

JUNE 2009

TABLE OF CONTENTS

SECTION	PAGE
RECITALS.....	5
TERMS AND CONDITIONS	
1.0 INTERPRETATION	5
2.0 DEFINITIONS.....	7
3.0 SCOPE OF WORK.....	9
4.0 TERM OF CONTRACT	9
5.0 CONTRACTOR PAYMENT	10
6.0 ADMINISTRATION OF CONTRACT- COUNTY.....	13
6.1 County’s Contract Administrator (CCA)	13
6.2 Contract Program Monitor (CPM)	13
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR.....	13
7.1 Contractor’s Contract Manager.....	13
7.2 Approval of Contractor’s Staff.....	13
7.3 Other Contractor Personnel.....	14
7.4 Background and Security Investigations.....	14
8.0 ADDITIONAL TERMS AND CONDITIONS	16
8.1 Assignment and Delegation.....	16
8.2 Authorization Warranty	16
8.3 Budget Reductions	17
8.4 Caption Headings	17
8.5 Certification Re: Debarment, Suspension, Ineligibility and Voluntary Exclusions-Lower Tier covered Transactions (45 C.F.R. Part 76) ...	17
8.6 Change of Address.....	17
8.7 Changes and Amendment of Terms.....	18
8.8 Child/Elder Abuse/Fraud Reporting	18
8.9 Complaints.....	19
8.10 Completion of Contract.....	19
8.11 Compliance with Applicable Laws.....	20
8.12 Compliance with Auditor-Controller Contact Accounting and Administration Handbook.....	20
8.13 Compliance with Civil Rights Laws	21

8.14	Compliance with County’s Jury Service Program	22
8.15	Compliance with Wage and Hour Laws/Fair Labor Standards Act ..	24
8.16	Confidentiality	24
8.17	Conflict of Interest.....	25
8.18	Consideration of Hiring County Employees Targeted For Layoff	25
8.19	Consideration of Hiring Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment.....	25
8.20	Contractor’s Acknowledgement of County’s Commitment to The Safely Surrendered Baby Law	26
8.21	Contractor’s Charitable Activities Compliance	26
8.22	Contractor’s Responsibility and Debarment.....	26
8.23	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	28
8.24	County’s Quality Assurance Plan.....	29
8.25	Damage to County Facilities, Buildings or Grounds.....	29
8.26	Disclosure of Information/Publicity	29
8.27	Disputes.....	30
8.28	Employee Safety.....	30
8.29	Employee Eligibility Verification	30
8.30	Fiscal Accountability	30
8.31	Force Majeure	31
8.32	Governing Law, Jurisdiction and Venue	32
8.33	Government Observations	32
8.34	Indemnification.....	32
8.35	Independent Contractor Status	32
8.36	General Insurance Requirements	33
8.37	Insurance Coverage Requirements	35
8.38	Liquidated Damages.....	36
8.39	Small Business Enterprise Preference Program.....	37
8.40	Most Favored Public Entity	38
8.41	Nondiscrimination and Affirmative Action.....	38
8.42	Non-Exclusivity	39
8.43	Notices	39
8.44	Notices to Employees Regarding The Federal Earned Income Credit	41

8.45	Ownership of Data/Materials/Equipment/Software	41
8.46	Performance Requirements	41
8.47	Prohibition Against Inducement or Persuasion	41
8.48	Proprietary Rights	42
8.49	Public Records Act	43
8.50	Record Retention and Inspection /Audit Settlement	44
8.51	Recycled Bond Paper	45
8.52	Removal of Unsatisfactory Personnel	45
8.53	Rules and Regulations	46
8.54	Shred Confidential Documents	46
8.55	Subcontracting/Partnership	46
8.56	Termination for Breach of Warranty to Maintain Compliance With County's Child Support Compliance Program	47
8.57	Termination for Convenience	48
8.58	Termination for Default of the Contractor	48
8.59	Termination for Improper Consideration	49
8.60	Termination for Insolvency	50
8.61	Termination for Non-Adherence of County Lobbyist Ordinance	50
8.62	Termination for Non-Appropriation of Funds	51
8.63	Timely Completion	51
8.64	Validity	51
8.65	Verbal Discussions	51
8.66	Waiver	51
8.67	Warranty	51
8.68	Warranty Against Fees	52
SIGNATURES		53

ATTACHMENTS

A	Statement of Work and Technical Exhibits	54
B	Contractor's Budget	96
C	Invitation for Bid/Request for Proposals/Grounds for Rejection	105
D	Certification of Independent Price Determination and Acknowledgement of RFP Restriction	106
E	Certification of No Conflict of Interest	107
F	Familiarity of the County Lobbyist Ordinance Certification	108
G	Contractor's EEO Certification	109

H	Bidder's/Offeror's Non-Discrimination in-Services Statement	110
I	Attestation of Willingness Consider to GAIN/GROW Participants..	111
J	Contractor Acknowledgement and Confidentiality Agreement	112
	Contractor Employee Acknowledgement and Confidentiality Agreement	113
	Contractor Non-Employee Acknowledgement and Confidentiality Agreement	114
K	Charitable Contributions Certification	115
L	Internal Revenue Service Notice (1015)	116
M	Background and Resource: California Charities Regulation	118
N	Safely Surrendered Baby Law	119
O	Complaint of Discriminatory Treatment.....	124
P	County of Los Angeles Policy on Doing Business with Small Business	125
Q	County's Administration	126
R	Contractor Employee Jury Ordinance	127
S	Determination of Contractor Non-Responsibility and Contractors Debarment Ordinance	130
T	Civil Rights Training Survey (Report).....	134
U	Language Designation Form.....	135
V	Civil Rights Complaint Flowchart Contractor Process.....	136

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SPECIAL SERVICES FOR GROUPS
FOR
CAPACITY BUILDING SERVICES**

This Contract, and its Attachments, are made and entered into this ___ day of _____, 2009 by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and Special Services for Groups, hereinafter referred to as "CONTRACTOR." Contractor is located at 605 West Olympic Blvd., Suite 600, Los Angeles, CA 90015.

RECITALS

WHEREAS, County has received Community Services Block Grant (CSBG) funds from the State of California, Department of Community Services and Development (CSD) pursuant to Government Code Section 12725 et. seq. and Subtitle VI of Public Law 97-34, as amended to administer a locally controlled CSBG Program that promotes the principles of self-help and assists low-income families and individuals to become self-sufficient;

WHEREAS, County has been duly recognized by the federal government as a Community Action Agency;

WHEREAS, County has determined that it is legal, feasible, and cost-effective to contract with Contractor to provide Capacity Building Services to non-profit agencies for the revitalization of low-income communities and services;

WHEREAS, County has selected Contractor, to provide services that encourage organizations, both public and private, to actively work together to build a community action and expand resources and opportunities in order to achieve family and community outcomes and the goals of the CSBG program for low-income families and individuals;

WHEREAS, Contractor desires to participate in said program, is qualified, and has the expertise to provide the services described herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 INTERPRETATION

The following Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T,U and V will become a part of the awarded Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, goods, service, or other work, or otherwise between the Contract and the Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

1.1 **CONTRACT ATTACHMENTS**

Attachment A	Statement of Work and Technical Exhibits
Attachment B	Contractor's Budget
Attachment C	Invitation for Bid/Request for Proposals/Grounds for Rejection
Attachment D	Certification of Independent Price Determination and Acknowledgement
Attachment E	Certification of No Conflict of Interest Of RFP Restrictions
Attachment F	Familiarity of the County Lobbyist Ordinance Certification
Attachment G	Proposer's EEO Certification
Attachment H	Bidder's/Offeror's Nondiscrimination In Services Certification
Attachment I	Attestation of Willingness to Consider GAIN/GROW Participants
Attachment J	Contractor Acknowledgement and Confidentiality Agreement
Attachment K	Charitable Contributions Certification
Attachment L	Internal Revenue Service Notice (1015)
Attachment M	Background and Resource: California Charities Regulation
Attachment N	Safely Surrendered Baby Law
Attachment O	Complaint of Discriminatory Treatment
Attachment P	County of Los Angeles Policy on Doing Business with Small Business
Attachment Q	County's Administration
Attachment R	Contractor Employee Jury Ordinance
Attachment S	Determination of Contractor Non-Responsibility and Contractors Debarment Ordinance
Attachment T	Civil Rights Training Report
Attachment U	Language Designation Form
Attachment V	Civil Rights Complaint Flowchart Contractor Process

This Contract, including Attachments hereto, constitute the complete and exclusive statement of understanding between the parties and supersede all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this contract. No change to this contract shall be valid unless prepared pursuant to Section 8.7, "Changes and Amendments of Terms" and signed by both parties.

1.2 **CONSTRUCTION OF TERMS**

In constructing the terms of this Contract, the following rules shall apply:

- Singular nouns, and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise), shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except, as otherwise, expressly stated for particular defined terms set forth in Section 2.0 (Definitions). Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question and except as

otherwise expressly stated for particular defined terms set forth in Section 2.0 (Definitions).

- The words, “include,” “includes” or “including” whether with initial capitalization or not, shall mean respectively, “include, without limitation,” or “includes, without limitation,” or “including, without limitation.”
- Any use of the masculine gender shall be constructed to include the feminine gender and vice versa.
- References in this Contract to federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines and/or directives shall mean such laws, rules, regulations, ordinances, guidelines and/or directives as amended from time to time.
- Unless expressly stated otherwise, all approvals, consents and determinations by or on behalf of County, under this Contract, shall be in writing, and shall be given or made in the sole discretion of the person or County agency authorized to provide such approval or consent.
- The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

2.0 DEFINITIONS

The following words, as used herein, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Acceptable Quality Level (AQL):** Acceptable Quality Level is a measurement which expresses the allowable leeway or variance from the Contract Standard, above which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.
- 2.2 Budget:** The document that details the Contractor’s costs for providing services and is included in the Contract. Included in the Budget are the following:
- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
 - **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
 - **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.
- 2.3 Business Days:** Business days are Monday through Friday, excluding County holidays.
- 2.4 Capacity Building:** The process of developing and strengthening the skills, abilities, processes and resources that agencies and communities need to survive adapt, and thrive in the fast-changing world.
- 2.5 Contract Discrepancy Report:** The report that is used when the performance of the Contractor is unacceptable, and/or when the number of discrepancies found during contract monitoring exceeds the number of discrepancies allowed by the AQL.

- 2.6 Contract Program Monitor (CPM):** The person responsible for the maintenance and monitoring of the contract for the County. CPMs provide technical assistance to the Contractor when needed.
- 2.7 Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.
- 2.8 Contract Manager:** The individual designated by the Contractor, to administer the Contract operations after the Contract award.
- 2.9 County Contract Administrator (CCA):** Person, designated by County, with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.10 County Contract Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Contract Manager.
- 2.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 Department of Public Social Services (DPSS):** Los Angeles County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.
- 2.13 Director:** The Director of the DPSS, or his/her authorized representative(s).
- 2.14 Duplicated Agency:** An agency that returns more than once for the same service(s) in the same calendar year.
- 2.15 Fee-for-Service:** The method of payment in which the contractor is paid a negotiated amount for the completion of contract performance.
- 2.16 Fiscal-Year:** The 12 month period beginning July 1st and ending the following June 30th.
- 2.17 Monthly Management Report:** The report that the Contractor will provide to the County monthly to apprise the County of the services provided in the prior month, program accomplishments, including the statistical data that supports the Contractor's performance, consistent with the Specific Tasks requirements detailed in Technical Exhibit 6.4 of this Statement of Work.
- 2.18 Partnership:** A person or agency that has worked with or shared in the provision of services with the primary agency.
- 2.19 Performance Requirement Summary (PRS):** The document, furnished by the County (6.0 hereunder) which identifies and summarizes elements of this contract. The County will be evaluating to assure that contract performance standards are met by the Contractor.

- 2.20 Quality Control Program:** All necessary measures taken by the Contractor to assure that the quality of services will meet contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.21 Random Sample:** A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistical equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor the Contractor's performance in providing the required services.
- 2.22 Sample Size:** The number of units or services to be checked/monitored in a given time period.
- 2.23 Standard:** The minimum requirement set by the County for the Contractor to perform a service or activity.
- 2.24 Training:** Educating non-profit community based agencies by providing useful skills, techniques and methodologies to help them become efficient in providing assistance to low-income individuals and families.
- 2.25 Unduplicated Agency:** New or returning agencies that have completed the program/service(s).

3.0 SCOPE OF WORK

- 3.1** Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work.
- 3.2** If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3** Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. At a minimum, Contractor shall adhere to the standards set forth in the Auditor-Controller Contract Accounting and Administration Handbook, which is incorporated, herein, by reference and is available at www.ladpss.org/dpss/contracts.

4.0 TERM OF CONTRACT

- 4.1** The term of the Contract shall be for one year with no option to renew. The Contract shall commence effective June 1, 2009 or the day after approval by the Board of Supervisors, whichever is later, and shall continue through May 31, 2010 unless terminated sooner or extended, in whole or in part, as provided in this Contract.
- 4.2** The Contract is subject to County's right to terminate prior to the completion of the term, as further provided in Section 8.5.

4.3 Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in Attachment Q – County’s Administration.

5.0 **CONTRACTOR PAYMENT**

5.1 The maximum contract sum for the one year term shall not exceed \$100,000.00 (hereinafter "Maximum Contract Sum"). CONTRACTOR will be paid a fee for service of \$62.50 per hour for each unduplicated agency served in accordance with the Statement of Work, not to exceed the contract amount for which the Contractor has adequate supporting documentation.

Contractor is expected to render services for the full term of this contract.

Contractor understands and acknowledges that in the event the program year funding is increased or decreased, the contract amount and/or terms will be adjusted accordingly.

5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, sub-contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County’s express prior written approval.

5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred 75 percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in Attachment Q – County’s Administration.

5.4 **PERFORMANCE DEDUCTIONS**

The County shall assess financial deductions starting the first six (6) months after contract execution and shall assess financial deductions every six months thereafter. The financial deductions will apply to non-compliance of the performance outcome measures in Attachment A, Statement of Work, Section 5.0, and assessment of points in accordance with Section 5.0, Performance Requirement Summary, Technical Exhibit 6.0. Deductions will be assessed based on the Contractor’s cumulative performance for the entire six months and applied to the invoice that follows the end of six months.

The Contractor shall be assessed financial deductions under the following provisions:

- During the six months, if Contractor fails to meet one of the performance measures as described in Attachment A, Statement of Work, Section 5.0, Performance Outcome Measures. Contractor funds

may be reduced and reallocated to other Contractors who are meeting their performance levels.

- During the six months, if the Contractor accumulated Unsatisfactory Performance Indicator (UPI) based on contract deficiencies, in accordance with Technical Exhibit 6.0, Performance Requirement Summary, Section 1.8, the Contractor shall be assessed a financial deduction of \$50 for every 10 UPI points exceeding the maximum 500 points per six months.

The County, at its sole discretion, reserves the right to waive these deductions.

5.5 INVOICES AND PAYMENTS

5.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Attachment A, Statement of Work, and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor, by County, under the terms of this Contract. Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work.

5.5.2 Contractor's invoices shall contain the information set forth in Attachment A, Statement of Work, Technical Exhibit 6.3, describing the tasks, deliverables, goods, and services for which payment is claimed.

5.5.3 Contractor shall submit the monthly invoices to County by the 10th calendar day of the month following the month of service in accordance with the invoice sample hereunder in Technical Exhibit 6.3.

5.5.4 Contractor shall submit State reports (295 and 801), by the 10th calendar day of the month following the month of service along with the invoice and back-up documentation.

5.5.5 All invoices under this contract shall be submitted to the following address:

Department of Public Social Services
Contract Management Division/Section IV
12900 Crossroads Parkway South, 2nd floor
City of Industry, California 91746
Attn: Carol Walker, Human Services Administrator III

5.5.6 **County Approval of Invoices:** All invoices submitted, by Contractor, for payment must have the approval of the CCA prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such approval. Approval for payment will not be unreasonably withheld.

- 5.5.7 **Withholding of Payment:** If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- 5.5.8 Contractor shall have no claim against County for payment of any money or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services or other work rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 5.5.9 **Delay of Payment:** County may delay the last payment due hereunder until six (6) months after the termination of the Contract. Contractor shall be liable for payment within thirty (30) calendar days of written notice from County for any payment owed to County as authorized by the Contract which has not been previously deducted from any payment made by County to the Contractor.
- 5.5.10 **Final Payment:** Prior to receiving final payment hereunder, Contractor shall submit a signed written release to County discharging County, its officers and employees, from all liabilities, obligations and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.
- 5.5.11 County shall not be liable for billings submitted one year or more after any services are rendered under this Contract.
- 5.5.12 **Funding/Budget Modifications:** Changes to the total Contract funding as set forth in this contract may be made only by contract amendment.
- With regard to the movement of funds within an approved budget (i.e., from one line item to another), such movement may not exceed 10% of each of the major cost categories listed in the Contractor's budget and not to exceed the total contract amount. Such modifications must be in writing and mutually agreed upon by the DPSS Director and Contractor and such modification must be in the best interest of the County.
- 5.5.13 **Program Modifications:** Contractor requests for modifications, either budgetary or programmatic, will not be accepted during the first two (2) months of the Contract period or during the last quarter of the Contract period (except where a written waiver is requested by the Contractor and accepted by the County). Furthermore, such requests shall not be submitted to the County more than once in each quarter except where a written waiver has been received and accepted by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

County personnel referenced in this section are designated in Attachment Q, County's Administration. County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S CONTRACT ADMINISTRATOR (CCA)

The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Contract Manager on an as needed basis;
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- Informing Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

County's CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 COUNTY'S CONTRACT PROGRAM MONITOR (CPM)

The County's Contract Program Monitor (CPM) is responsible for monitoring any and all tasks, deliverables, goods, services, or other work provided by the CCA. The CPM reports to the CCA.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S CONTRACT MANAGER

7.1.1 Contractor's Contract Manager must have two (2) years of experience supervising the same or substantially similar services as required in this Contract. Contractor shall notify County in writing of any change in the name or address of Contractor's Contract Manager.

7.1.2 Contractor's Contract Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. County has the absolute right to approve or

disapprove all of Contractor's staff performing work pursuant to this Contract as well as any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Manager.

7.3 OTHER CONTRACTOR PERSONNEL

Contractor shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if Contractor's staff passes or fails the background clearance investigation.

- Contractor is to provide confirmation of pass/fail background investigation to County within 30 days of execution of contract.

7.4.2 County may request that Contractor's staff be immediately removed from working on the Contract at any time during the term of the Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor's staff that does not pass such investigation(s) to the satisfaction of County, whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this sub-section 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4.5 Contractor shall evaluate the suitability of employment for prospective employees who are found to have a record of criminal activity as described, but not limited to, in this section 7.4. The following guidelines are set by the Department of Public Social Services (DPSS).

7.4.6 Because legal terms by which criminal acts are described differ among jurisdictions, these guidelines are not a complete list of all criminal convictions that the Department will consider in evaluating suitability of employment:

7.4.6.1 ACCEPTABLE TO HIRE

- Disturbing the Peace
- Drunk driving (acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (acceptable with a valid driver license)
- Trespassing

7.4.6.2 ACCEPTABLE TO HIRE AFTER STIPULATED TIME including similar convictions and “Attempt,” “Accessory,” and “Conspiracy” to commit any of the crimes listed below).

From Successful Completion
of Probation or Parole

- | | |
|---|------------|
| • Assault and Batter | One year |
| • Malicious Mischief | One year |
| • Prostitution | One year |
| • Petty Theft | Five Years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or
Dangerous Drugs | Five years |

7.4.6.3 DETERMINATION TO BE MADE

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Treats of Violence

7.4.6.4 NOT ACCEPTABLE TO HIRE (including similar convictions and “Attempt,” “Accessory.” and “Conspiracy” to commit any of the crimes listed below).

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft

- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of Narcotics and/or Dangerous Drugs (includes Intent to Sell)
- Welfare Fraud

7.4.7 For all other criminal acts/convictions, CONTRACTOR is to contact the CCA for clarification on allowable offenses/convictions for individuals working on this contract

8.0 ADDITIONAL TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the County. Any unapproved assignment or delegation shall be null and void. For purposes of this sub-section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim, under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporations, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of County in accordance with applicable provisions of this Contract.

8.1.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, sub-contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedy against Contractor as it could pursue in the event of default of Contractor.

8.2 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the Services provided by Contractor under this Contract shall be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, except as set forth above, Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CAPTION HEADINGS

This Contract contains a Table of Contents with pagination. In addition, each section and certain sub-sections of this contract have been supplied with captions. Also, each page, including Attachments, contains page numbers. The Table of Contents with pagination, the captions, and the page numbers serve only as guides to the contents and do not control the meaning of any section or sub-section or in any way determine this Contract's interpretation or meaning.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Contract, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge none of its sub-Contractors, at any tier, or any owner, officer partner, director or other principal of any sub-Contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its sub-Contractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

8.6 CHANGE OF ADDRESS

Either party can designate a new address by giving ten (10) days prior written notice to the other party as referenced in sub-section 8.44.6.

8.7 CHANGES AND AMENDMENT OF TERMS

County reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.7.1 County reserves the right to initiate Change Notices that do not affect the scope, term, contract sum, or payments. All such changes shall be accomplished with an executed Change Notice signed by the CCA and Contractor's Contract Manager.
- 8.7.2 For any revision, which materially affects the scope of work, or any term or condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and Contractor.
- 8.7.3 The DPSS Director may prepare and sign amendments to the Contract, that do not materially effect the scope of the Contract, without further action by the County Board of Supervisors under the following conditions:
 - 8.7.3.1 Amendments shall be in compliance with applicable federal, State and County regulations;
 - 8.7.3.2 The amendment is for a decrease or increase not to exceed twenty-five percent (25%) of the accumulated yearly Contract sum.
 - 8.7.3.3 The County Board of Supervisors has appropriated sufficient funds in the DPSS Budget;
 - 8.7.3.4 The DPSS shall obtain the approval of County Counsel or designee for an amendment to this Contract; and
 - 8.7.3.5 Director will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Executive Officer within 15 days after execution of each amendment.
- 8.7.4 The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor and by the Director of DPSS, or designee.

8.8 CHILD/ELDER ABUSE/FRAUD REPORTING

Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected

instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

Contractor staff working on this Contract shall immediately report all suspected or actual welfare fraud situations to County.

8.9 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.

8.9.1 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.9.2 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days.

8.9.3 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

8.9.4 Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

8.9.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.9.6 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

8.10 COMPLETION OF CONTRACT

Prior to the expiration of this Contract, Contractor shall allow County or the newly selected Contractor, a minimum of sixty (60) days transition period, to ensure the orderly transition of Contractor's services to County or the newly selected Contractor without additional costs to County. Contractor shall continue to process

work timely/accurately so that the operation is current at expiration of Contract. If Contractor fails to adhere to the above work and standards, County shall have the right to withhold up to 100 percent of the last two (2) months' payments owed to Contractor.

8.11 COMPLIANCE WITH APPLICABLE LAWS

8.11.1 In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby be included in this Contract and incorporated, herein, by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15).

8.11.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, or failure to maintain required, licenses or permits, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.35 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.11.3 Contractor shall maintain all licenses required to perform the Contract.

8.12 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook are incorporated herein by reference and available at www.ladpss.org/dpss/contracts. Contractor shall comply with the requirements set forth in the Contract Accounting and Administration Handbook.

8.13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The Contractor shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination in Services Statement (Attachment H), Contractor's EEO Certification (Attachment G), hereunder.

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and Sub-contractors. They include, but are not limited to the following:

- Ensuring that public contact staff attends the mandatory DPSS-provided Civil Rights training. As a follow-up to the Civil Rights training, contractor shall submit a report to the CCA indicating the number of staff who attended the training and the date of the training (Attachment T);
- Effectively identifying the participant's designated/preferred language. This can be accomplished by using the DPSS *Language Designation* form (Attachment U) or similar form the contractors already have in place. (Note: Similar forms that the contractors use must be forwarded to DPSS for clearance);
- Ensuring that notices sent to participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA accommodations were provided;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log;
- Collecting data necessary to monitor compliance with Civil Rights requirements.
- All Contractor's must sign a "Contractor's EEO Certification" (Attachment G);

- All Contractor's must sign a "Bidder's/Offeror's Non-Discrimination In-Service Statement" (Attachment H);
- Develop and operating procedures for receiving and responding to Civil Rights complaints. Attached is a guide that may be used by the Contractor entitled "Civil Rights Complaint Flowchart Contractor Process" (Attachment V). Additionally, the following requirements must be met regarding the complaint process:
 1. All contractors must provide and, if requested, assist participants with completing a Complaint of Discriminatory Treatment form PA 607 (Attachment O) in the participant's designated/preferred language.
 2. All contractors must maintain a log of Civil Rights complaints;
 3. All contractors must designate a Contractor Contract Manager (CCM) to act as a Civil Rights Liaison (CRL) between the contracted agency and the CCA; and
 4. All contractors must ensure that the designated CCM/CRLs forward PA 607s (Attachment O) within two business days; who in turn must immediately forward PA 607s (Attachment O) to CRS for investigation.

Note: In processing Civil Rights complaints, CCM/CRLs should not attempt to conduct an investigation. All Civil Rights investigations are handled strictly by the CRS staff.

A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

8.14 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.14.1 Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled "Contractor Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (County Code), a copy of which is attached to this Contract as Attachment R and incorporated by reference into and made a part of this Contract.

8.14.2 Written Employee Jury Service Policy

8.14.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that

Contractor deduct from the Employee's regular pay the fees received for jury service.

- 8.14.2.2 For purposes of this sub-section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with the County or a sub-contract with a Los Angeles County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 8.14.2.3 If Contractor uses any sub-Contractor to perform services for County under this Contract, the sub-Contractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such sub-contract and a copy of the Jury Service Program shall be attached to the sub-contract.
- 8.14.2.4 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 8.14.2.5 Contractor's violation of this sub-section 8.15.2 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.15 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

Contractor shall comply with all wage and hour laws and all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

8.16 CONFIDENTIALITY

8.16.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

8.16.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or sub-Contractors, to comply with this Section 8.16, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.16 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

8.16.3 Contractor shall inform all of its officers, employees, agents and sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.

8.16.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Attachment J.

- 8.16.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Employee Acknowledgment and Confidentiality Agreement,” see Attachment J.
- 8.16.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement,” Attachment J.

8.17 CONFLICT OF INTEREST

- 8.17.1 No County employee, whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County’s approval or ongoing evaluation of such work.
- 8.17.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of Contract.

8.18 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should Contractor require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Contract when filling future vacancies.

8.19 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 8.19.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County’s DPSS Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor’s

minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants, by job category, to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.19.2 Contractor shall complete and sign Attachment I, Attestation of Willingness to Consider GAIN/GROW Participants.

8.20 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to require all County Contractors to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and the County's "Safely Surrendered Baby Law" poster should be posted as set forth in Attachment N of this Contract, in a prominent position at Contractor's place of business. Contractor will also require its sub-Contractors, if any, to post this poster in a prominent position in the sub-Contractor's place of business. DPSS will supply Contractor with the poster to be used.

8.21 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Non-profit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification, Contract Attachment K, Charitable Contribution Certificate, County seeks to ensure that all Los Angeles County Contractors which receive or raise charitable contributions comply with the California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

8.22 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.22.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.22.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other Contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on,

or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts Contractor may have with the County.

8.22.3 Non-responsible Contractor

County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with the County or a non-profit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.22.4 Contractor Hearing Board

If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.22.5 Review of Debarment Determination

If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of

debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) a Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.22.6 Sub-Contractors/Partners of Contractor

These terms shall also apply to sub-Contractors/partners of Los Angeles County Contractors.

8.23 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.23.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.23.2 As required by the Los Angeles County Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment

for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.24 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.25 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred for such repairs by County, as determined by County shall be repaid by Contractor by cash payment upon demand.

8.26 DISCLOSURE OF INFORMATION/PUBLICITY

Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain it, County will not inhibit Contractor from publicizing its role under the Contract within the following conditions:

- 8.26.1 Contractor shall develop all publicity material in a professional manner.
- 8.26.2 During the course of performance on this Contract, Contractor, its employees, agents, and sub-Contractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of County without the prior written consent of the Director. In no event shall Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.
- 8.26.3 Contractor may, without prior written permission of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.28 shall apply.

8.27 DISPUTES

Any disputes between County and Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the County DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

8.28 EMPLOYEE SAFETY

Contractor will assure that Contractor's employees:

- Are covered by an effective Injury and Illness Prevention Program; and
- Receive all required general and specific training on employee safety.

8.29 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

Contractor shall indemnify, defend and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.30 FISCAL ACCOUNTABILITY

8.30.1 Fiscal Policies/Procedures

Contractor shall be required to adhere to strict fiscal and accounting standards and must comply with Title 29 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB circular A-133 for Audits of State, Local Governments and Non-Profit Organizations. And OMB Circular A-110 for Uniform Administrative

Requirements for Grants and Agreements with Institutions of Higher Education, hospitals, and other Non-profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2. Contractor agrees to comply with federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services.

8.30.2 Accounting

Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. Contractor should maintain its accounting system on an accrual basis.

8.30.3 Commingling of Funds

Funds disbursed pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of Contractor, unless a written waiver has been received and accepted by the County.

8.30.4 Allegations of Fraud and/or Abuse

In the event of allegations of fraud or abuse (fraud and abuse as it pertains to performing contractual services), as defined in appropriate services provisions and regulations, County reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Contract Administrator that withheld funds should be released to Contractor. Such written determination shall not supersede or replace the final report.

8.30.5 Disallowed Costs

County may withhold payments if Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS Contract that Contractor has with County. County shall require Contractor to pay and Contractor agrees to pay the full amount of Contractor liability to County or the State for such audit exceptions as were caused by Contractor, upon demand by County at any time after completion of the grievance procedures at Contractor level. County shall notify Contractor of any disallowed costs.

8.31 **FORCE MAJEURE**

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by Contractor or any of Contractors sub-Contractors), freight embargoes, or other similar acts to those described above, or

other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, County shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.32 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.33 GOVERNMENT OBSERVATIONS

Contractor shall permit all authorized federal, State, County and/or research personnel, in addition to DPSS contracting staff, to observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

8.34 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.35 INDEPENDENT CONTRACTOR STATUS

This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The

employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

Contractor shall adhere to the provisions stated in sub-section 8.17, Confidentiality.

8.36 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its sub-Contractors/partners to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

8.36.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to County shall be delivered to:

Department of Public Social Services
Contract Management Division/Section IV
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746
Attn: Carol Walker, Human Services Administrator III

Prior to commencing services under this Contract, such certificates or other evidence shall:

8.36.1.1 Specifically identify this Contract.

8.36.1.2 Clearly evidence all coverage required in this Contract.

8.36.1.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

8.36.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.

8.36.1.5 Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.36.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with best rating of not less than A: VII, unless otherwise approved by County.

8.36.3 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Contract upon which County may immediately terminate or suspend this Contract.

County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

8.36.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

8.36.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

8.36.4.2 Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

8.36.4.3 Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.

8.36.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

8.36.5 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.36.6 Insurance Coverage Requirements for sub-Contractors

Contractor shall ensure any and all sub-Contractors performing services under this Contract meet the insurance requirements of this Contract by either:

8.36.6.1 Contractor providing evidence of insurance covering the activities of sub-Contractors, or

8.36.6.2 Contractor providing evidence submitted by sub-Contractors evidencing that sub-Contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-Contractor insurance coverage at any time.

8.37 INSURANCE COVERAGE REQUIREMENTS

8.37.1 General Liability

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each occurrence:	\$ 1 million

8.37.2 Automobile Liability

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles or coverage for "any auto."

8.37.3 Workers' Compensation and Employers' Liability

Workers' Compensation and employers' liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.38 LIQUIDATED DAMAGES

8.38.1 If, in the judgment of the Department Head, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.38.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

- Deduct from Contractor's payment, pro rate, those applicable portions of the Monthly Contract Sum; and/or
- Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in this contract, the Statement of Work and Statement of Work, Technical Exhibit 6.1, PRS Chart, and that Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or

- Upon giving five (5) business days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by the County.
- 8.38.3 The action noted in sub-section 8.38.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.38.4 This Section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-section 8.38.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.39 SMALL BUSINESS ENTERPRISE PREFERENCE (SBE) PROGRAM

- 8.39.1 This Contract is subject to the provisions of the County's ordinance entitled SBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a SBE. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Business Enterprise.
- 8.39.2 If Contractor has obtained County certification as a SBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:
- Pay to County any difference between the Contract amount and what County's costs would have been if the Contract had been properly awarded;
 - In addition to the amount described in the paragraph above of this sub-section, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
 - Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change in its status and Contractor failed to notify the State and the Los Angeles County Office of Affirmative Action Compliance of this information.

8.39.3 SBE Prompt Payment Program

It is the intent of the County that Certified SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) days after receipt of an undisputed invoice.

8.40 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

8.41 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.41.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.41.2 Contractor shall certify to and comply with the provisions of Contract Attachment G, Proposer's EEO Certification.

8.41.3 Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.41.4 Contractor certifies and agrees that it will deal with its sub-Contractors/partners, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.41.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.41.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 8.41 when so requested by the County.
- 8.41.7 If County finds that any of provisions of Section 8.41 have been violated, such violation shall constitute a material breach of Contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.41.8 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

8.42 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.43 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing, unless expressly stated otherwise in the Contract, and accomplished by e-mail, facsimile, hand-delivery with signed receipt, or mailing by First Class Registered or Certified mail to the addresses listed in Contract Section 8.43.4, as applicable. The Director, or his/her designee, shall have authority to issue all notices required or permitted by the County under this Contract.

8.43.1 Notice of Delays

Except as otherwise provided in this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.43.2 Notice of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five (5) business days prior notice to Contractor of the need to attend such meetings.

Contractor may verbally request meetings with County, as needed, with follow-up written notice five (5) business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual written consent of both Contractor and County.

8.43.3 Notices to Contractor

Any such notice mailed by County to Contractor shall be addressed to Contractor at its place of business.

8.43.4 Notices to County

Any and all notices mailed by Contractor to County shall be addressed to:

Department of Public Social Services
Contract Management Division/Section IV
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746
Attn: Carol Walker, Human Services Administrator III

8.43.5 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each sub-Contractor/partner to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment N, Safely Surrendered Baby Law, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.43.6 Changes of Address

Either party can designate a new address by giving ten (10) days prior written notice to the other party.

8.43.7 Termination Notices

In the event of suspension or termination of the Contract by County, written notices may be provided by First Class Registered or Certified Mail, by facsimile, or by personal delivery to any Contractor employee or agent who may reasonably be expected to be authorized to accept notice for Contractor.

8.44 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each sub-Contractor/partner to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment L, Internal Revenue Service Notice 1015.

8.45 OWNERSHIP OF DATA/MATERIALS/EQUIPMENT/SOFTWARE

8.45.1 County shall be sole owner of all rights, titles and interests in any and all, software, software documentation, software tools, techniques, plans, reports, data, diagrams, facilities, and information (hereinafter referred to as "materials") which have been prepared, developed or maintained by Contractor pursuant to this Contract.

8.45.2 County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.

8.45.3 Contractor shall indemnify, defend and hold harmless County, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

8.46 PERFORMANCE REQUIREMENTS

If Contractor fails to meet the Contract requirements as specified in Technical Exhibit 6.1, PRS Chart hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of Section 8.58, Termination for Contractor's Default. This Section 8.46 shall not in any manner restrict or limit County's right to terminate this Contract for convenience per Section 8.57.

8.47 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.48 PROPRIETARY RIGHTS

- 8.48.1 County and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of County, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 8.48.2 Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 8.48.3 Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL."
- 8.48.4 County will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records request for items described in Subsection 8.49.2. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.
- 8.48.5 Notwithstanding any other provision of this Contract, County shall not be obligated in any way under sub-section 8.48 for:
- 8.48.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in sub-section 8.48;
- 8.48.5.2 Any materials, data and information covered under sub-section 8.48; and

- 8.48.5.3 Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.
- 8.48.6 Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 8.48.7 Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.
- 8.48.8 The provisions of sub-sections 8.48.5, 8.48.6, and 8.48.7 shall survive the expiration or termination of this Contract.
- 8.48.9 Contractor shall indemnify, defend and hold harmless County, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), for or by reason of any actual or alleged infringement of any third party's patent or copyright or other proprietary rights, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

8.49 PUBLIC RECORDS ACT

- 8.49.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Section 8.50 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.
- 8.49.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or

“proprietary”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.50 RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, State, or Federal governments, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. County reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to Contractor. All such material, including, but not limited to, all financial records, supporting documents, statistical records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County, State or federal authorities during the term of this Contract and for a period of five (5) years thereafter. County may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County’s sole option, Contractor shall pay County for travel, per diem, and other costs incurred by County to exercise its rights under this Section.

- 8.50.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County’s Auditor-Controller within thirty (30) days of Contractor’s receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.50.2 Failure on the part of Contractor to comply with any of the provisions of this Section 8.50 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 8.50.3 If at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County’s dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County’s Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County’s dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by

cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the Maximum Contract Amount.

- 8.50.4 In addition to the above, Contractor agrees, should County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with the County's Living Wage Program, that Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts.

Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program.

All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time.

All such materials and information shall be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.51 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.52 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers subject to the approval of County as described in Section 7.2. County shall have the right, at its sole discretion, to require Contractor remove any Contractor employee from the performance of services under this

Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

8.53 RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that County determines that an employee of Contractor has violated any applicable rule or regulation, the Director, or designee, shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director, or designee, that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue Services hereunder.

8.54 SHRED CONFIDENTIAL DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 8.51 of this Contract are to be maintained during the term of this Contract and for a period of five (5) years thereafter or longer if required by law.

8.55 SUBCONTRACTING OR PARTNERSHIPS

8.55.1 The requirements of this Contract may not be sub-contracted/partnered by the Contractor without the advance approval of County. Any attempt by Contractor to subcontract/partner without the prior consent of County may be deemed a material breach of this Contract.

8.55.2 If Contractor desires to subcontract/partner, the Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the sub-Contractor/Partner;
- A draft copy of the proposed sub-contract; and
- Other pertinent information and/or certifications requested by County.

- 8.55.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every sub-Contractor/partner in the same manner and to the same degree as if such sub-Contractor/partner(s) were Contractor employees.
- 8.55.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to sub-contract/partner, notwithstanding the County's approval of Contractor's proposed sub-contract/partner.
- 8.55.5 County's consent to sub-contract shall not waive County's right to prior and continuing approval of any and all personnel, including sub-Contractor/partner employees, providing services under this Contract. Contractor is responsible to notify its sub-Contractors/partners of this County right.
- 8.55.6 County's Contract Administrator is authorized to act for and on behalf of County with respect to approval of any subcontract and sub-Contractor/partner employees. Upon approval by County, Contractor shall forward a fully executed subcontract to County.
- 8.55.7 Contractor shall be solely liable and responsible for all payments or other compensation to all sub-Contractors/partners and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 8.55.8 Contractor shall obtain certificates of insurance, which establish that the sub-Contractor/partner maintains all the programs of insurance required by County from each approved sub-Contractor/partner. The Contractor shall ensure delivery of all such documents to the following contact/address before any sub-Contractor/partner employee may perform any work hereunder.

Department of Public Social Services
 Contract Management Division/Section IV
 12900 Crossroads Parkway South, 2nd Floor
 City of Industry, CA 91746
 Attn: Carol Walker, Human Services Administrator III

- 8.55.9 In the event that County consents to subcontracting, Contractor shall include in all sub-contracts, the following provision: "This Contract is a sub-contract under the terms of a prime Contract with the County of Los Angeles." All representations and warranties shall inure to the benefit of the County of Los Angeles.

8.56 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.23, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Contractor under this Contract.

Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) days of written notice by County shall be grounds upon which County may terminate this Contract pursuant to Section 8.58, Termination for Default of Contractor pursuant to County Code Chapter 2.202.

8.57 TERMINATION FOR CONVENIENCE

- 8.57.1 This Contract, in whole or in part, may be terminated by County, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to Contractor of thirty (30) days, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.
- 8.57.2 After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall:
- 8.58.2.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
 - 8.58.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 8.57.3 For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expensed of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles, County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.58 TERMINATION FOR DEFAULT

- 8.58.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of CCA:
- 8.58.1.1 Contractor has materially breached this Contract;
 - 8.58.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to the Statement of Work; or
 - 8.58.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may

authorize in writing) after receipt of written notice from County specifying such failure.

- 8.58.2 In the event County terminates this Contract in whole or in part as provided in Subsection 8.58.1, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those terminated. Contactor shall be liable to County for any and all excess costs incurred by County, as determined by the County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-section.
- 8.58.3 Except with respect to defaults of any sub-Contractor/Partner, Contractor shall not be liable for any such excess costs of the type identified in Subsection 8.58.1 if its failure to perform this Contract arises out of causes beyond the control and without the fault of negligence of Contractor. Such causes may include, but are not limited to: acts of God or the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a sub-Contractor/Partner, and if such default arises out of causes beyond the control of both Contractor and sub-Contractor/Partner and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the sub-Contractor/Partner were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Section 8.58, the terms "sub-Contractor/Partner" and "sub-Contractors/Partners" mean sub-Contractor/Partner(s) at any tier.
- 8.58.4 If, after the County has given notice of termination under the provisions of this Section 8.58, it is determined by the County that Contractor was not in default under the provisions of this Section 8.58 or that the default was excusable under the provisions of Subsection 8.58.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 8.57, Termination For Convenience.
- 8.58.5 The rights and remedies of the County provided in this Section 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.59 TERMINATION FOR IMPROPER CONSIDERATION

- 8.59.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either

directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.59.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Auditor-Controller's employee Fraud Hotline at (800) 544-6861.

8.59.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.60 TERMINATION FOR INSOLVENCY

8.60.1 The County may terminate this Contract in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the means of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.60.2 The rights and remedies of the County provided in this Section 8.60 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.61 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.62 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.63 TIMELY COMPLETION

Time is of the essence with regards to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract.

8.64 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.65 VERBAL DISCUSSIONS

The Contract Manager, or Back-up Contract Manager designated in writing to act in Contractor's behalf, shall be available to respond to the County's verbal inquiries within twenty-four (24) hours of said inquiry.

8.66 WAIVER

No waiver of a breach of any provision of this Contract by the County will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the County to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

8.67 WARRANTY

Contractor warrants that all Services performed hereunder will comply with the provisions of this Contract, the Statement of Work, and any specifications related thereto. Further, Contractor warrants that all such Services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such Services are performed.

Contractor shall, within twenty-four (24) hours after oral or written notice from the County, correct any and all defects, deficiencies, errors or omissions in Services rendered to the County. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the County.

8.68 WARRANTY AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, recover the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Public Social Services and the Contractor has subscribed the same through its authorized officer(s), on this ____ day of _____ 2009. The person(s) signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Public Social Services

Date

APPROVED AS TO FORM:

ROBERT KALUNIAN
ACTING COUNTY COUNSEL

By Kathleen Bramwell
Principal Deputy County Counsel

CONTRACTOR'S NAME:

(If CONTRACTOR is a corporation or limited liability company, signatures from two authorized persons are needed.)

By _____

By _____

Name

Name

Title

Title

CONTRACTOR TAX IDENTIFICATION NUMBER: _____

ATTACHMENT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

ATTACHMENT A
STATEMENT OF WORK
TABLE OF CONTENTS

TITLE	PAGE
PREAMBLE	57
1.0 SCOPE OF WORK OVERVIEW.....	60
1.1 CONTRACTOR Personnel.....	60
1.1.1 Contract Manager	60
1.1.2 Contractor’s Staffing Responsibility.....	61
1.1.3 Posting of Required Posters	61
1.1.4 Contractor’s Office	61
1.1.5 Other Contractor Personnel	62
1.1.6 Record Keeping	62
1.2 COUNTY PERSONNEL	62
1.2.1 Personnel.....	62
1.2.2 Furnished Items	62
1.2.3 County Contract Administrator (CCA)	63
1.2.4 Quality Assurance Evaluator (QAE).....	63
1.2.5 Contract Monitor(s)	63
1.3 Quality Control Plan	64
1.4 Quality Assurance Plan	65
1.5 Monthly Meetings	66
1.6 Scheduled Meetings.....	66
1.7 Contractor Discrepancy Report	66
2.0 DEFINITIONS	67
3.0 HOURS/DAYS OF WORK	68
4.0 SPECIFIC TASKS	68
5.0 PERFORMANCE OUTCOME MEASURES	77
6.0 TECHNICAL EXHIBITS.....	78
PERFORMANCE REQUIREMENTS SUMMARY	
1.1 Introduction	78
1.2 Contract Discrepancy Report (CDR).....	78
1.3. Unsatisfactory Performance.....	79
1.4. Performance Requirement Summary Chart.....	79
1.5. Quality Assurance.....	79
1.6. Criteria for Acceptable or Unacceptable Performance.....	80
1.7. Remedy of Defects	80
1.8. Unsatisfactory Performance Remedies	80
Technical Exhibits	
6.1 Performance Requirements Summary Chart	82
6.2 Contract Discrepancy Report.....	84
6.3 Monthly Invoice Format	85
6.4 Monthly Management Report.....	86

6.5 Participant Sign-In Sheet	87
6.6 State Reports (295/801).....	88
6.7 Cost Allocation Plan.....	91
6.8 Contractor Staff Minimum Mandatory Requirements	92
6.9 Contractor’s Certification of Office Location	93
6.10 Links To Policies, Regulations And Reports.....	94
6.11 Contractor Projected Outcomes	95

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's Contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and Contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on

their strengths, and achieve their goals.

- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both County-wide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, Contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following *Customer Service and Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services Contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its Contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK OVERVIEW

Contractor shall provide Capacity Building services under the Community Services Block Grant (CSBG) Program serving non-profit agencies in the First Supervisorial District, South East Los Angeles (SELA) sub-District. These services shall address the needs of the low-income community through revitalization and the reduction of poverty within the SELA community service area.

These services may include, but are not limited to, organizational restructuring, training/education in various areas such as staff commitment to performance and mission, utilizing effective technology to better serve low income individuals/families in the community, providing cost effective methods for nonprofit executives, staff and/or Board members to stay abreast of regulatory issues and best practices, training for creation and structure of a Board of Directors.

Contractor shall develop and implement innovative strategies to improve nonprofit service delivery and enhance the agencies' ability to perform more effectively in the provision of services in the community that will assist low-income individuals and families in becoming self-sufficient.

1.1 CONTRACTOR PERSONNEL

Contractor Operations and Services Staff:

Contractor shall provide and ensure there is sufficient staff, including bilingual personnel, with the necessary professional background, training, and experience to provide the Services required by this Contract.

1.1.1 Contract Manager

Contractor will provide a Contract Manager and designated back-up Contract Manager who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to Contract award and at any time thereafter when a change of Contract Manager or back-up Contract Manager is made.

1.1.1.1 Contractor shall provide a full-time Contract Manager or designated back-up Contract Manager County must have access to the Contract Manager from 8:00 a.m. - 5:00 p.m. Monday through Friday except County holidays.

1.1.1.2 Contract Manager shall act as a central point of contact with the County.

1.1.1.3 Contract Manager shall have a minimum of two years of experience providing the same/similar services required in this contract.

1.1.1.4 Contract Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Manager/back-up Contract Manager shall be able to effectively communicate, in English, both orally and in writing.

1.1.1.5 Back-up Contract Manager shall have, in the absence of the Contract Manager, authority to act for the Contractor on all matters relating to the daily operation of the Contract. The back-up Contract Manager shall be able to effectively communicate, in English, both orally and in writing is made. Specifically, the Contract Manager Alternate shall:

- Have at least two years experience providing the same/similar services as required of this contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.
- Meet all additional requirements outlined for Contract Manager

1.1.2 Contractor's Staffing Responsibility

1.1.2.1 Contractor employees shall provide the Services described in Attachment A, Section 4.0, Specific Tasks. At least one employee at each site shall be authorized to act for Contractor in every detail and must speak and understand English.

1.1.2.2 Contractor shall be required to conduct background checks, consistent with Contract Section 7.4, Background and Security Investigations, on all staff providing Services relating to this Contract. All background checks shall be kept on file and available for review upon County's request.

1.1.3 Posting of Required Posters

Contractor shall post all required posters as directed by the County.

1.1.4 Contractor's Office

Contractor shall maintain an office within the First Supervisorial District, SELA sub-District. County shall be notified of all changes of address within ten working days. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except County holidays, by a least one employee who can respond to inquires and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by answering services within two (2) hours of receipt of the call.

1.1.5 Other Contractor Personnel

Contractor will:

- Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- Be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under the Contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the County Contract Administrator. Such a request will come from the County Contract Administrator and will be consistent with Contract.
- Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by the Contract.
- Provide bilingual, culturally sensitive staff for all public contact positions.
- Provide a detailed staffing plan that will ensure full compliance with the Contract's requirements, the Proposer's stated methodology of providing services, and how staff will be utilized to perform Services. The plan must be supported by and consistent with the Proposer's Budgeted Costs.
- Have an active recruitment program that will ensure staff turnover is promptly addressed.

1.1.6 Record Keeping

Contractor shall maintain retrievable records relating to the performance of this Contract in accordance with Section 8.50, Records and Records Retention and Inspection/Audit Settlement of the Contract.

1.2 **COUNTY PERSONNEL**

1.2.1 Personnel – The County will administer the Contract according to Contract, Section 6.0, Administration of Contract - County.

1.2.2 Furnished Items

The County shall supply:

- All required posters

- List of County-observed holidays
- All required training

1.2.3 County Contract Administrator (CCA):

The County will designate one (1) person who will act as the County CCA for the County. Specifically, the CCA shall:

- Have full authority to monitor Contractor's performance in the daily operation of this Contract.
- Provide direction/serve as liaison to Contractor in areas relating to policy, information, and procedural requirements.
- Negotiate with Contractor on changes in service requirements as permitted in the Contract, Section 8.7, Changes and Amendments of Terms.
- Inform Contractor of the name, address, and telephone number of the CCA, in writing, at the time this Contract is awarded, and at any time thereafter a change of CCA is made.
- Not be authorized to make any changes in the Terms and Conditions of the Contract or to obligate County.

1.2.4 Quality Assurance Evaluator (QAE):

The County will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the County on all services, requirements, and deliverables pertinent to the Contract and monitor Contractor's performance under the Contract using the quality assurance procedures established in Technical Exhibit 6.1 Performance Requirements Summary, or any other procedures that may be necessary to ascertain that Contractor is in compliance with this Contract. One of the QAE staff may also be the CCA. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the Contract are met and evaluate Contractor's performance under this Contract.
- Advise the CCA as to Contractor's performance in areas relating to services, requirements, and deliverables.
- Inform Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

1.2.5. Contract Monitor(s)

County shall provide Contract Monitor(s) who may monitor all provisions under the Contract. Monitoring may include, but is not limited to, the following areas of monitoring: Administrative Monitoring primarily involving monitoring Contractor's compliance with the Contract's terms and conditions, Fiscal Monitoring related to monitoring Contractor's compliance with the Contract's fiscal provisions; and Service Delivery Monitoring related to this Statement

1.3 QUALITY CONTROL PLAN

Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality and throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval. The Plan shall be effective on the Contract start date and will be updated and re-submitted for CCA approval as changes occur. The Plan shall include, but not be limited to, the following:

- 1.3.1 The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by County and Contractor.
- 1.3.2 A method for assuring that professional staffs rendering services under this Contract have the necessary prerequisites.
- 1.3.3 The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 1.3.4 A commitment to provide County upon request a record of all inspections, the corrective action taken, the time problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.
- 1.3.5 The method for continuing to provide services to County in the event of a strike or other labor action of Contractor's employees.
- 1.3.6 State the number of years of experience the Contractor has had in providing the required or substantially similar services. Proposer must explain how reported experience is substantially similar to the service requested in this RFP.
- 1.3.7 A description of the experience for your principal individuals (Contractor executive management staff, including Contract Manager that will be working under the proposed Contract). This experience must apply solely to the principal individuals and not for the firm.
- 1.3.8 The type of entity, such as corporation, partnership, individual, non-profit organization, agency, or combination thereof, and provide a listing of all principals and/or owners.
- 1.3.9 For Corporation and Limited Liability companies, the following support documentation is required:
 - Corporations – Agencies shall provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement By Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation.

- Limited Liability Companies – Agencies shall provide a copy of the most recent “Statement by Domestic (or Foreign) Stock Corporation” as filed with the California Secretary of State or state of incorporation.
 - If the documents in either first or second bullet above indicate “No change in information”, the Agency must submit the most recent Statement by Domestic (or Foreign) Stock Corporation, which includes a list of the corporate officers. If these documents are not available at the time the proposal is submitted, Agency must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.
- 1.3.10 Provide proof of application for authority to conduct business in the State of California.
- 1.3.11 Indicate the length of time in business under the current business name and prior business names. If a corporation, provide date of incorporation.
- 1.3.12 Provide the number of employees within the organization.
- 1.3.13 State whether a health plan is available to employees.
- 1.3.14 State the nature of licenses held by the Proposer (i.e., accreditation, licensor, joint venture, etc).
- 1.3.15 Provide details regarding any controlling interest in any other organization, or being owned or controlled by any person or organization.

1.4 QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor’s performance under this Contract on no less than a semi-annual basis, with at least one visit being an onsite occurrence. Such evaluation will include assessing Contractor’s compliance with all Contract terms, Performance Outcome Measures (Attachment A, Section 5.0, Performance Outcome Measures), and Performance Requirements Summary (Technical Exhibit 6.1).

The Performance Requirements Summary provides an overview of the monitoring approach and techniques that may be used in monitoring this Contract. Contractor’s deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, may be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. These Meetings will review the Performance Measure as outlined in Attachment A, Section 5.0 Performance Outcome Measures

1.4.1 Contract Discrepancy Reports (CDRs)

- 1.4.1.1 Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The problem or discrepancy shall be resolved by the Contract Manager within a reasonable time period and with notice to the CCA.
- 1.4.1.2 The CCA will determine whether a formal Contract Discrepancy Report (See Technical Exhibit 6.2 hereunder) shall be issued.
- 1.4.1.3 Upon receipt of a CDR, Contractor is required to respond in writing to the CCA within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. (Technical Exhibit 6.0, Section 1.2 and Performance Requirements Summary Chart, Technical Exhibit 6.1.)
- 1.4.1.4 A Corrective Action Plan, including a time table for correction of all deficiencies identified in the CDR, shall be submitted to the CCA within ten (10) workdays of receipt of the CDR.

1.5 **MONTHLY MEETINGS**

Contractor is invited and encouraged to attend any and all of the monthly Community Action Board (CAB) public meetings. Contractor may be invited to do a short presentation on their services and/or success stories.

Meetings are held the third Thursday of each month. Location of the meeting is sent to each Contractor via mail and email prior to the each month's meeting. Contractors who have a web-site are required to provide a current web-site to the CAB Executive Director. This web-site will be used to create linkages to services through the CSBG web-site.

1.6 **SCHEDULED MEETINGS**

Contractor is required to attend all scheduled monitoring site visits with the Contract Program Monitor to discuss Contractor's performance under this contract and any findings/deficiencies that may be identified during the monitoring visit. These meetings are referred to as Entrance and Exit conference. Failure to attend any Entrance or Exit conference may cause the County to assess a fiscal penalty of twenty five dollars assessed at 100 points per conference not attended. The assessment will be applied and may be deducted from the following month's invoice.

1.7 **CONTRACTOR DISCREPANCY REPORT**

Verbal notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time-period mutually agreed upon by the County and the Contractor. The CCA will determine whether a formal Contract Discrepancy Report (Technical Exhibit 6.2) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A

Corrective Action Plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CCA within ten (10) business days.

2.0 DEFINITIONS

2.1 ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable leeway or variance from a standard before County will reject a specific service. An AQL does not imply that Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 CONTRACT DISCREPANCY REPORT (CDR)

A report used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with Contractor's performance (Technical Exhibit 6.3). If Contractor's performance is determined to be unsatisfactory, the CCA is required to forward the CDR to Contractor for its response.

2.3 CONTRACT MONITORING PLAN

The Plan developed by County, specifically for this Contract, to monitor Contractor's compliance with Contract. The elements of the Plan are listed in the Performance Requirements Summary (Technical Exhibit 6.1).

2.4 CONTRACT START DATE

Date Contractor begins work in accordance with the terms of the Contract.

2.5 GAIN PARTICIPANTS

CalWORKs participants (formerly Aid to Families with Dependent Children recipients) who are offered a wide range of services designed to help them transition from welfare dependence to employment. GAIN participants are an untapped pool of carefully screened, motivated individuals who are ready for employment and are willing to accept entry level positions which will give them work experience and the opportunity for advancement.

2.6 PERFORMANCE REQUIREMENTS SUMMARY CHART (PRS)

The document furnished by County, Technical Exhibit 6.1, which identifies and summarizes the key performance indicators of this Contract. County will be using the PRS in evaluating Contractor to assure that the Contract performance standards are met.

All necessary measures are to be taken by Contractor to assure that the quality of services will meet Contract completeness, consistency, and conformity.

2.7 QUALITY ASSURANCE

Those actions taken by County to confirm that goods or services listed in the Contract, Statement of Work, Performance Requirements Summary (PRS) and PRS Chart are being met. This includes using monitoring tools as indicated in the Contract, Statement of Work, PRS, and PRS Chart.

2.8 USER COMPLAINT REPORT

The report generated and used by County to record Contract information and discrepancies or problems with Contractor performance. Contractor shall respond to each User Complaint.

2.9 WORKDAY

Throughout this Statement of Work, whenever “workday” appears, it means a normal workday, Monday through Friday, 8:00 a.m. to 5:00 p.m., except County observed holidays.

3.0 HOURS/DAYS OF WORK

Contractor shall be required to provide Capacity Building Services for the hours and dates listed under Attachment A, Statement of Work, section 4.4.1.9. Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of the County holidays to Contractor at the time the Contract is approved, and at the beginning of each calendar year, thereafter.

4.0 SPECIFIC TASKS

Contractor “Special Services for Groups “Faith In Communities” SELA Capacity Building Program shall provide Capacity Building Services to ten (10) nonprofit community agencies in the First Supervisorial District South East Los Angeles sub-District through culturally competent training and education, hands-on workshops, coordination of existing resources and peer-based learning. The 10-month Capacity Building Boot Camp will help project agencies improve business operations, service coordination and delivery, and lead to program sustainability. Most importantly, the project will strengthen the agencies’ ability to deliver world class services to low income families in the target area.

Contractor shall provide the following services to non-profit agencies:

4.1 ELIGIBILITY

Contractor shall ensure that all participating agencies served under this contract meet the following eligibility requirements:

Participating agency is a non-profit agency in the First Supervisorial District, SELA sub-District.

4.1.1 The following documents will be acceptable to verify requirements for the program:

- Verification of agency location (i.e., mortgage or lease agreement, gas or electric bill with current address).
- 4.1.2 Participating agency is currently providing services to low-income individuals/families in the SELA sub-District.
- 4.1.3 Contractor will provide the name of the contract agency that is or has provided services to low-income individual/families in the First Supervisorial District, SELA sub-District.
- 4.1.4 Contractor will provide the name of the contract/program that agency is currently providing or has provided services to low-income participants.
- 4.1.5 Contractor will ensure that participating agencies have a current 501 C3 and are in good standing.
- 4.1.6 Any other documentation used for verification must have prior approval from the CCA or CPM.

4.2 REGISTRATION/INTAKE

- 4.2.1 Contractor will register participating agencies by the second month of the program.
- 4.2.2 Contractor will collect the following:
 - Verification of non-profit tax exemption status;
 - Verification of business operations in First District, SELA sub-District;
 - Contact and basic program information;
 - Baseline data to determine the level of the agencies' organizational capacity in the five focus areas:
 1. Workshop trainings.
 2. Tailored, one-on-one consulting services.
 3. Creation of a southeast Non-profit Resource Center.
 4. Website and online technical assistance.
 5. Establishment of an Executive director Advisory Council group.
- 4.2.3 Contractor will administer a registration process via electronic mail or face-to-face.
- 4.2.4 Contractor Program Specialists will input and maintain registration information in a data management system.
- 4.2.5 Contractor Program Specialists will provide registration confirmations via electronic mail or telephone to eligible agencies.
- 4.2.6 Contractor will provide courtesy reminders three to five days prior to scheduled trainings via electronic mail or telephone. Confirmations will include event title, date, time and location.

4.3 SERVICE DELIVERY

- 4.3.1 Contractor will require each participating agency to sign-in and receive a subject specific packet that will include pre-test, post-test, evaluation form, event agenda, presentation materials, subject- specific material, and other capacity building resources.
- 4.3.2 Contractor will present information in a small group and interactive classroom setting.
- 4.3.3 Contractor's Instructors will be subject matter experts and have professional experience working with non-profit agencies.
- 4.3.4 Contractor will provide instructional and training materials in English and Spanish.
- 4.3.5 Contractor will allow participating agencies to designate up to two representatives from their agency.
- 4.3.6 Contractor will provide workshops for a minimum of two hours, not to exceed eight hours in one day.
- 4.3.6.1 Workshops/Events lasting for five hours or more will include a lunch break for no less than thirty minutes; not to exceed one hour.
- 4.3.6.2 Workshops/Events lasting less than five hours will include one to two fifteen minute breaks.
- 4.3.7 Contractor's project will focus on the five main areas of development:
- 1) Non-profit Management and Program Operations
 - 2) Grant Writing and Fundraising Techniques
 - 3) Board Development
 - 4) Planning and Evaluation
 - 5) Building Partnerships and Community Advocacy
- 4.3.8 Contractor will provide a 10-month training/education course. Participating agencies will participate in five to six trainings during this period. Services will cover the 12-month contract period.

4.4 Curriculum Descriptions For Capacity Building Trainings

- 4.4.1 Contractor will provide the following curriculum:

4.4.1.1 Effective Non-profit Operations

- 4.4.1.1.1 Agencies will learn the key concepts in:

- Non-profit management;
- Roles and responsibilities of Board of Directors;
- Executive Management;

- Mid-level Management;
- Administrative and Direct-Service staff;
- How to assess staff skills; and
- Manage appropriate staffing patterns

4.4.1.1.2 Expected Outcomes of this workshop are:

- Increase agencies' knowledge of appropriate responsibilities of all levels of personnel and volunteers.
- Provide methods and tools to assess staffing patterns and effectiveness of staff.
- Provide tools to manage agencies' staff, volunteers and overall effectiveness.

4.4.1.1.3 Contractor will conduct this training one time per program.

4.4.1.2 Grant Writing and Budgeting

4.4.1.2.1 Contractor will provide this training to mid to upper management on preparing a proposal.

4.4.1.2.2 Agencies will receive hands-on trainings on how to organize a proposal, what goes in each section, proposal planning process, how to draft compelling language and how to prepare a line-item budget.

4.4.1.2.3 Expected Outcomes of this Workshop are:

- Increase agencies' knowledge of key grant writing concepts.
- Provide methods and tools to plan and develop tasks list in preparation for submitting proposals.
- Provide tools to create and modify line item budgets.

4.4.1.2.4 Contractor will conduct this training two times per program.

4.4.1.3 Alternative Fundraising Techniques

4.4.1.3.1 Contractor will provide this training to development staff or management.

4.4.1.3.2 Agencies will learn the key components of social entrepreneurship, individual donor campaigns and special fundraising events.

4.4.1.3.3 Agencies will learn how to assess their capacity to engage in alternate fundraising techniques.

4.4.1.3.4 Expected Outcomes of this Workshop are:

- Increase agencies' knowledge about alternate fundraising methods;
- Provide tools to assess agencies capacity to employ one or more of the methods; and
- Provide tools to implement on or more of the fundraising techniques.

4.4.1.3.5 Contractor will conduct this training one time per program.

4.4.1.4 Board Development

4.4.1.4.1 Contractor will provide this training to Board of Directors.

4.4.1.4.2 Agencies will learn how to build the capacity of the Board of Directors.

4.4.1.4.3 Agencies will learn how to clearly define roles of the Board of Directors.

4.4.1.4.4 Agencies will learn how to create professional agendas and meeting/retreat agendas and procedures.

4.4.1.4.5 Contractor will instruct/director agencies on how to create a Board of Directors.

4.4.1.4.6 Expected Outcomes of this Workshop are:

- Increase agencies' knowledge about Board responsibilities; and
- Provide tools to assess effectiveness and develop Board capacity to strategize and fundraise.

4.4.1.4.7 Contractor will conduct this training one time per program.

4.4.1.5 Planning and Evaluation

4.4.1.5.1 Contractor will provide this workshop to management and program staff.

4.4.1.5.2 Agencies will gain an understanding of the role strategic plans have in their organization.

- 4.4.1.5.3 Agencies will learn about various evaluation models and accountability measures for successful programming.
- 4.4.1.5.4 Agencies will create a draft of an agency-wide or program logic model.
- 4.4.1.5.5 Expected Outcomes of this Workshop are:
 - Provide tools and information on various processes for creating and/or updating strategic plans
 - Develop a draft logic model for the organization
- 4.4.1.5.6 Contractor will conduct this training two times per program.
- 4.4.1.5.7 Contractor will provide technical assistance for agencies to receive follow-up support with program planning and evaluation. At least 4 hours per agency will be made available.

4.4.1.6 Creation of SELA District Advocacy Committees

- 4.4.1.6.1 Contractor shall develop two Advocacy Committees to help network like-minded agencies in the district and support them in sharing resources and leveraging their power to support broad-based advocacy agendas in the region.
- 4.4.1.6.2 First Advocacy Committee:

This committee will focus on support not only for the 5-10 nonprofit agencies who are providing youth services in the SELA District, but will also be a venue where other community organizations that are concerned with their issues can meet other leaders in the field and network to share in learning network for the SELA district.
- 4.4.1.6.3 Second Advocacy Committee:

This committee will focus on overall community development issues (housing, job training, adult programming, health).
- 4.4.1.6.4 Both committees will be convened by Dr. Ersoylu Consulting three times throughout the contract year. Feedback will be provided to the groups within a two-week period.

4.4.1.6.5 Dr. Ersoylu Consulting will provide three main objectives in this process (for each Advocacy Committee):

1. Convene the groups and engage them in a network analysis to identify areas of overlap and commonality.

The results will be provided back to the groups within a two-week period so that they can understand their organizational landscape and begin to build trust with organizations that they otherwise have not worked with.

2. At the second convening, the groups will engage in a process where the results of the network analysis are reviewed and organizations speak openly about how the group will be governed, how often it will convene and the responsibilities and benefits of participating in the collaborative.

3. A third meeting with Dr. Ersoylu Consulting will engage each committee in a process of outlining an advocacy agenda for the district that meets their needs and concerns of their participants.

This step will be critical to build the underlying common framework for the organizations and give them a reason and vision to continue to work together.

Dr. Ersoylu Consulting will write up the findings from each Advocacy Committee and give to the respective members with ideas and tools on how best to share the advocacy agendas with other organizations, political leaders and community leaders.

4.4.1.6.6 The estimated time for pre-work to convene each meeting will be approximately 5 hours, and each meeting will last 2 hours. The creation of the three documents that result from each meeting will take approximately 5-10 hours each.

4.4.1.6.7 Each agency will receive 10 hours of direct consultation in up to two of the five focus areas.

- 4.4.4.6.8 One-on-one consultations will begin in month five after the project start.
- 4.4.4.6.9 Contractor will consult with Dr. Resole Consulting and Dr. Armando Rivera-Figueroa, East Los Angeles City College, who will provide in-kind services to conduct an assessment of Professors' interest and willingness to engage in community-level work with nonprofit organizations.
- 4.4.4.6.10 Findings of this assessment will identify new resources available within ELACC and will be provided to the nonprofit organizations so they may access these in the future and continue to build sustainability into their projects.

4.4.1.7 Training Data Collection & Evaluation

- 4.4.1.7.1 Contractor will require all agencies' to sign-in at the training upon arrival to the training and receive information packets.
- 4.4.1.7.2 All sign-in sheets will include agency name, representative name and title, agency address, phone and fax numbers, and email address.
- 4.4.1.7.3 Contractor will provide a pre-test for all participants prior to the formal presentation.
- 4.4.1.7.4 Contractor will provide a post-test of all participants at the completion of the formal presentation.
- 4.4.1.7.5 Contractor or designated staff person is responsible for collection of the pre-test, post-test, and evaluation forms from all participants.
- 4.4.1.7.6 Contractor Program staff is responsible for reviewing the evaluation forms and determining the agencies' other areas of interest and greatest need(s). Data collection will be used to design future training schedules.
- 4.4.1.7.7 Contractor will contact agencies via electronic mail or telephone three to five times a month after each workshop to complete a post-training survey.
- 4.4.1.7.8 Contractor will use the post test II as a tool to measure agency progress relative to information received at SSG's training event. Contractor

Program Assistant will be responsible for collecting 60% or more of the post test II surveys distributed.

4.4.1.8 Outreach/Notice

4.4.1.8.1 Contractor will outreach by distributing information to the nonprofit agencies that participated in phase I, agencies designated by the First Supervisorial District office, and other eligible organizations located in the target area.

4.4.1.8.2 Contractor shall provide outreach activities for the Medi-Cal and Food Stamp Programs and Earned Income Tax Credit (EITC) services in conjunction with the services contained in Attachment A, Section 4.0 above.

Contractor shall distribute pamphlets on the Medi-Cal and Food Stamp programs and EITC services to the agencies they serve.

4.4.1.9 Hours of Operation/Location

4.4.1.9.1 Contractor will provide services Monday through Friday, 8:00 a.m. – 5:00 p.m.

4.4.1.9.2 Contractor will provide services at:

East Los Angeles College
South Gate Educational Center
2340 Firestone Blvd.
South Gate, CA 90280-2654

4.4.1.9.3 Administrative Office is located at:

Special Services for Groups
605 W. Olympic Blvd, Suite 600
Los Angeles, CA 90015

5.0 PERFORMANCE OUTCOME MEASURES

The proposed Contract will include the following Performance Outcome Measures which are consistent with the National Performance Indicators. The Contractor shall ensure that the services provided under this contract contribute to this goal indicated in this contract and meet the outcome measures under that goal.

Contractor's performance goal should lead to the program's outcome measures. Should there be a change in federal, State and/or County policies/regulations, the County may amend these outcome measures via a contract amendment, as described in Terms and Conditions, Section 8.7.

Commencing with the first month of services, the Contractor's performance will be monitored quarterly in the outcome measures under the following program goal:

Goal #4: Partnerships among supporters and providers of services to low-income people are achieved.

- Expanding Opportunities through Community-Wide Partnerships.

Outcome Standard: 70% - 100%	Acceptable
Under 70%	Unacceptable

The Contractor's performance percentage/rate is calculated as follows:

Contractor is expected to meet a performance outcome based on the number of partnerships projected for contract period versus the number of organizational partnerships achieved in reporting month.

The Contractor's performance rate will be determined quarterly by dividing the total number of partnerships that actually achieved the outcome measure quarterly by the total number of partnerships projected to achieve the outcome measure as provided in Contractor's Projected Outcomes, Technical Exhibit 12.

The Contractor's performance rate may be adjusted if, upon review, no data is available to support the performance rate. The County will have zero tolerance for any date manipulation committed by the Contractor.

6.0 TECHICAL EXHIBITS - PERFORMANCE REQUIREMENTS SUMMARY

1.1 INTRODUCTION

This Technical Attachment A, Statement of Work, Section 4.0, Specific Tasks, the required services, which will be monitored by the County during the term of this Contract. It indicates the Reference Section, Services, the method of monitoring, and the deduction which may be made from contract payment if the service is not satisfactorily provided.

All listings of required services used in this Performance Requirements Summary are intended to be completely consistent with the Contract and the Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the Statement of Work. In any case of apparent inconsistency between services as stated in the Contract and the Statement of Work and this Performance Requirements Summary, the meaning apparent in the Contract and the Statement of Work will prevail. If any service seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the Contract and the Statement of Work, that apparent service will be null and void and place no requirement on Contractor.

The Performance Requirements Summary Chart is attached as Technical Exhibit 6.1 and:

1. Provides the Contract Requirements (by Section) considered most critical to acceptable Contractor performance.
2. Defines the service required;
3. Indicates the Monitoring Method and
4. Shows the Penalties/Fees to be assessed for each listed contract requirement.

1.2 CONTRACT DISCREPANCY REPORT (CDR)

Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The problem or discrepancy shall be resolved by the Contract Manager within a reasonable time period and with notice to the CCA.

The CCA will determine whether a formal Contract Discrepancy Report (See Technical Exhibit 6.2 hereunder) shall be issued.

Upon receipt of a CDR, Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.

A Corrective Action Plan including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days of receipt of the CDR.

1.3 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

Require Contractor to implement a formal Corrective Action Plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the Performance Requirements Summary Chart.
- Reduce, suspend, or terminate this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within (10) business days of receipt of the CDR shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said Service(s) as determined by the County shall be the responsibility of Contractor and, at the County's sole discretion, may be credited to the County on the Contractor's future invoice.

The above list of remedies does not preclude the County's right to terminate the Contract upon thirty (30) business days written notice with or without cause, as provided for in the Contract, 8.58, Termination for Convenience.

1.4 PERFORMANCE REQUIREMENT SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this Attachment and lists:

- This Contract's requirements considered most critical to acceptable Contract performance (Column 2 of chart).
- The Acceptable Quality Level (AQL) (Column 3 of chart, Allowable Deviation from AQL).

1.5 QUALITY ASSURANCE

On no less than a semi-annual basis, the Contractor's performance will be compared to the Contract's Standard and AQL's using the County's Quality Assurance Monitoring Plan (QAMP).

The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are (but are not limited to):

- Random sampling.
- Activity checklists.
- One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of Contractor's performance.
- Participant complaints and/or participant questionnaires.
- Participant interviews.
- Observation of Contractor operations.

1.6 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in the sample are used to measure performance on the Standard, and conclusions are made about Contractor's performance for the whole population.

The random sampling plan includes the following information:

AQL - The maximum percent of defects that can occur and still meet this Contract's Standard for satisfactory performance.

Lot Size (Population) - The total number of units or services provided.

Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, Contractor performance is deemed Unsatisfactory when the results of a review by the County fail to meet the AQL, as defined for each standard in the Performance Requirement Summary Chart, Statement of Work Technical Exhibit 6.2.

1.7 REMEDY OF DEFECTS

Upon a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, the Contractor must, within ten (10) business days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the Contract.

1.8 UNSATISFACTORY PERFORMANCE REMEDIES

When the Contractor's performance does not conform within the requirements of this Agreement, the County will have the option to apply the following nonperformance remedies:

1. Require Contractor to implement a formal Corrective Action Plan, subject to County approval. In the Plan, Contractor must include reasons for the unacceptable performance including not meeting performance measure, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Assess deductions in the amount of \$50 for every 10 points for each Unsatisfactory Performance Indicator (UPI) point exceeding the maximum 500 points semi-annually for all requirements, excluding 5.0, Performance Outcome Measures. The total amount invoiced for the month following the semi-annual monitoring shall be reduced by the deductions assessed.
3. Suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of the Contractor to comply with or satisfy the request for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services(s), as determined by the County, shall be credited to the County from the Contractor's future invoice.

This section does not preclude the County's right to terminate any resultant contract upon thirty-day (30) written notice with or without cause.

**PERFORMANCE REQUIREMENTS SUMMARY CHART
FY 2009 - 2010**

REFERENCE	PERFORMANCE REQUIREMENTS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	DEDUCTIONS
Statement of Work Quality Control, Section 1.3.4	CONTRACTOR submitted Quality Control Plan 30 days from the start of the Contract which was approved by the County.	Inspection of files	0.0%	25 points per occurrence
Statement of Work Scheduled Meetings, Section 1.6	Contractor is required to attend monitoring site visit meetings with Contract Program Monitor.	Meeting Attendance	0.0%	100 points assessment per occurrence.
5.5 - Contractor Section Invoices and Payments, Subsection 5.5.3	Contractor submits invoices by the 10 th calendar day following the month of service.	Inspection of files	0.0%	50 points per occurrence of late invoice.
Statement of Work Section 4.1, Specific Tasks, Eligibility Requirements	Contractor ensures that the agency is a nonprofit agency located in the First Supervisorial District Southeast Los Angeles sub-District, and 2) currently providing services to low-income participants.	Inspection of files	0.0%	100 points per occurrence based on program requirements not being met or lack of documentation.
Contract Section 7.0 Administration of Contract – Contractor, Subsection 7.4.1 - Background and Security Investigations	Contractor’s staff shall undergo and pass a background investigation to the satisfaction of the COUNTY.	Inspection of files	0.0%	10 points per occurrence of staff not passing a background investigation or no record of background investigation
Contract Section 5.5, Invoice and Payments, Subsection 5.5.4	Contractor submits MMRs and State Reports – 801s and 295s by the 10 th of the month following the end of the month.	Observation Review of documents	0.0%	50 points per occurrence of late MMRs and/or State reports.

REFERENCE	PERFORMANCE REQUIREMENTS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	DEDUCTIONS
Statement of Work, Contract Section 1.3, Quality Control Plan	Contractor monitors services to ensure quality service delivery and maintains reports on file.	Inspection of files	0.0%	50 points per occurrence of late MMRs and/or State Reports
Statement of Work Subsection 4.4.1.9, Operation	CONTRACTOR provides services between 8:00 a.m. to 5:00 p.m., Monday through Friday, except designated County Holidays.	Observation; On-site visit	0.0%	10 points per hour of providing services
Contract Section 7.4 Background and Security Investigations	Contractor's staff passed a background investigation to the satisfaction of the County.	Inspection of files	0.0%	10 points per occurrence of staff not passing background investigations
Contract Section, 8.16- Confidentiality	All Contractor staff working under this contract signed Confidentiality forms and forms are maintained on file.	Inspection of files	0.0%	10 points for each incidence of no signed confidentiality form on file.
Contract Section, 8.37– Insurance Coverage Requirements	Contractor maintains the appropriate insurance coverage.	Inspection of files	0.0%	100 points per occurrence
Contract Section, 8.37 General Insurance Requirements	All insurances are current and current certificates are submitted to County Contractor Administrator.	Desk Review	0.0%	100 points per occurrence
Statement of Work Section 1.4, Quality Assurance Plan Subsection 1.4.1 & 1.4.1.3 – Contract Discrepancy Report	Upon receipt of Contract Discrepancy Report, the CONTRACTOR is required to respond in writing to the CCP within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A corrective action plan of all deficiencies identified in the CDR shall be submitted to the CCP within (10) ten workdays.	Inspection and Observation	5.0%	25 points per occurrence of requirement not met.
Contract Section, 8.54 – Shred Confidential Documents	Contractor ensures that confidential documents are shred.	On-site visit	0.0%	25 points per occurrence.

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
COMMUNITY SERVICES BLOCK GRANT PROGRAMS
MONTHLY INVOICE REPORT**

PY 2009

Agency:		DPSS FISCAL USE ONLY						
Contract No.:		Approved By:						
Invoice Period:		Date:			% of Contract			
Service Provided:		Contract Amount						
Number Of Service Hours:				Last Invoice Amount:				
Firm Fixed Monthly Rate:				Current Invoice Amount:				
CPM Review:		Date:		Total Billing To Date:				
Annual Plan Agencies	Unduplicated Agencies				Service Hours			
		Prior Month	Current Month	YTD		Prior Month	Current Month	YTD
Annual Plan Service Hours	Plan			0	Plan			0
	Actual			0	Actual			0

Performance Measure Goal

Service Category

DELEGATE AGENCY CERTIFICATION

We hereby certify that to the best of our knowledge and belief, this financial and programmatic report is true in respects and that all expenditures have been made solely for the purpose stated in the statement of work contained in contract entered into

Contractor Authorized Signature: _____		Date: _____	
		Phone Contact #: _____	
Prepared by: _____		Fax #: _____	
County Contract Administrator: _____		Date: _____	

PLEASE INCLUDE ALL BACK-UP DOCUMENTATION

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
**COMMUNITY SERVICES BLOCK GRANT PROGRAMS
MONTHLY MANAGEMENT REPORT**

PY 2009

Agency: _____ **Contract No:** _____

Invoice Period: _____

Performance Measure Goal

Service Category

Describe Services Provided in Prior Month:

Determine the Agency's Performance (Provide Narrative/Documentation to Support Assessment of Agency's Performance):

Contractor Authorized Signature	Date
--	-------------

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
COMMUNITY SERVICES BLOCK GRANT PROGRAMS
PARTICIPANT SIGN-IN SHEET

PY 2009-10

Agency	Contract Number	Service Category	Service Month
---------------	------------------------	-------------------------	----------------------

Date	Printed Agency Name	Agency Participant Signature	Service Provided	Service Unit/Hours	Type of Program Verification		Staff Initials
					Agency Location Verification	Current SELA Service Provider	
Total Service Units/Hours							
Authorized Signature:					Date:		

TECHNICAL EXHIBIT 6.6

**STATE REPORTS
(CSD 295/CSD 801)**

1 Contractor Name: Services:
 Prepared By (print name/title): Phone #:

Yellow Highlighted Sections represent demographics collected on INDIVIDUALS			
2 Total unduplicated number of persons about whom one or more characteristics were obtained		<input type="text"/>	
3 Total unduplicated number of persons about whom no characteristics were obtained		<input type="text"/>	
Blue Highlighted Sections represent demographics collected on FAMILIES			
4 Total unduplicated number of families about whom one or more characteristics were obtained		<input type="text"/>	
5 Total unduplicated number of families about whom no characteristics were obtained		<input type="text"/>	
6. Gender		Number of Persons*	
a. Male			
b. Female			
	*Total		
7. Age		Number of Persons*	
a. 0-5			
b. 6-11			
c. 12-17			
d. 18-23			
e. 24-44			
f. 45-54			
g. 55-69			
h. 70+			
	*Total		
	<i>Sum of 7e thru 7h =</i>		
8. Ethnicity/Race			
<i>I. Ethnicity</i>			
a. Hispanic or Latino			
b. Not Hispanic or Latino			
	*Total		
<i>II. Race</i>			
a. White			
b. African American			
c. Native American and Alaskan Native			
d. Asian			
e. Native Hawaiian and Other Pacific Islander			
f. Other			
g. Multi-Race (any 2 or more of the above)			
	*Total		
9. Education Level of Adults		Number of Persons 24+**	
a. 0-8			
b. 9-12/non-graduate			
c. High sch. Grad./GED			
d. 12+ some post secondary			
e. 2 or 4 yr. College graduates			
	**Total		
10. Other Characteristics		Number of Persons****	
	# of Persons	# Surveyed	
a. No Health insurance			
b. Disabled			
11. Family Type		Number of Families***	
a. Single parent/female			
b. Single parent/male			
c. Two-parent household			
d. Single person			
e. Two adults - no children			
f. Other			
	***Total		
12. Family Size		Number of Families ***	
a. One			
b. Two			
c. Three			
d. Four			
e. Five			
f. Six			
g. Seven			
h. Eight or more			
	***Total		
13. Source of Family Income		Number of Families	
a. Unduplicated # of Families Reporting One or More Sources of Income***			
b. Unduplicated # of Families Reporting No Income			
Total UNDUP Families who responded as either having a source of income or having no income			
Record the sources of each family income as reported in 13a above:			
c. TANF			
d. SSI			
e. Social Security			
f. Pension			
g. General Assistance			
h. Unemployment Insurance			
i. Employment + other source			
j. Employment only			
k. Other:			
14. Level of Family Income % of HHS guideline		Number of Families ***	
a. Up to 50%			
b. 51% to 75%			
c. 76% to 100%			
d. 101% to 125%			
e. 126% to 150%			
f. 151% and over			
	***Total		
15. Housing		Number of Families ***	
a. Own			
b. Rent			
c. Homeless			
d. Other			
	***Total		
16. Other family characteristics		Number of Families***	
a. Farmer			
b. Migrant Farmworker			
c. Seasonal Farmworker			
* The sum in this category should not exceed the value of Section 2.			
** The sum in this category should not exceed the value of Section 7e-h.			
*** The sum in this category should not exceed the value of Section 4.			
**** The numbers reported under either column should not exceed the value of Section 2.			

Los Angeles County
 Department of Public Social Services
 CSBG/NPI Program Report
 CSD 801 (Rev. 06/08)

Sup. Dist. _____
 Services: _____
 Report Month: _____

Contractor Name: _____
 Contact Person and Title: _____
 Phone No: _____ E-mail: _____

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

NPI 4.1: Expanding Opportunities through Community-Wide Partnerships

National Performance Indicator 4.1	1	2
Expanding Opportunities Through Community-Wide Partnerships The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	Number of Partnerships Projected for Contract Period #	Number of Organizational Partnerships Achieved in Reporting Month
A. Number of organizations community action agencies work with to expand family and community outcomes		
B. Number of partnerships that were with faith-based organizations.		

In the rows below, please include any additional indicators for NPI 4.1 that were not captured above.

“AGENCY NAME”
COST ALLOCATION PLAN

PROGRAM YEAR _____

I. GENERAL INFORMATION

A. POLICY

This cost allocation plan is based on the guidelines and requirements of the _____ *Name of Program* _____ regarding the allocation and categorization of cost.

The plan describes the methods used to collect, analyze and distribute shared costs by the _____ *Agency Name* _____. The methodologies and procedures described in the plan have been developed in accordance with the General Accepted Accounting Principles and regulations applicable to _____ *Name of Program* _____.

B. APPLICABILITY

The cost allocation plan is applicable to all grants and contracts entered into by _____ *Agency Name* _____.

(if applicable)

Cost associated with sub-Contractor expenditures are allocated by those organizations in accordance with the same guidelines and principles established by _____ *Name of Program* _____. For all recipients and sub-recipients receiving federal funds.

Signature of Preparer

Date

Title

CONTRACTOR STAFF MINIMUM MANDATORY REQUIREMENTS

When hiring and/or replacing staff, Contractor must ensure that they meet the following requirements:

- Contractor's Contract Manager must have two (2) years of experience supervising staff providing similar services;
- Similarly, the Contractor's Back-up Contract Manager who will assume the Primary Contract Manager's responsibilities in the absence of the Primary, must have two (2) years of experience supervising staff providing similar services.

CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION

SUPERVISORIAL DISTRICT _____
SUB-DISTRICT _____

CONTRACTOR NAME:

The service office(s) is/are located at:

Address 1:

Address 2:

Address 3:

By signing this certification form, CONTRACTOR certifies that the office(s) listed above, is/are located within the Supervisorial District listed above.

Name of Firm: _____

Name and Title of Signer: _____

Signature

Date

LINKS TO POLICIES, REGULATIONS AND REPORTS

STATE REPORTS

The two required monthly data reports known as the “295 – Client Characteristic Report” and the “801 – CSBG/MPI Program Report” are available for your review at the following web site:

<http://dpss.lacounty.gov/dpss/csbq>

AUDITOR-CONTROLLER FISCAL HANDBOOK

The Auditor-Controller’s Handbook establishes accounting, internal control, financial reporting, and contract administration standards for organizations (Contractors) that contract with the County. The most recently updated Handbook is available at:

<http://www.ladpss.org/dpss/contracts>

DEPARTMENT OF PUBLIC SOCIAL SERVICES – COMMUNITY SERVICES BLOCK GRANT

The Department of Public Social Services’ Community Services Block Grant website is located at:

<http://www.ladpss.org/dpss/CSBG>

COMMUNITY SERVICES BLOCK GRANT PROGRAM

CONTRACTOR PROJECTED OUTCOMES

Agency Name	Special Services For Groups
Sup. District/sub-District	First District SELA sub-District
Contract No.	
Service Provided	Capacity Building

Goal	Out- COME	Sup Dist.		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	Total
#4			Service Units/Hours	0	50	100	200	200	150	50	200	200	200	200	50	1,600
			Projected # To Achieve Outcome (A)	0	40	80	200	150	140	50	190	190	200	200	190	1,430
			Actual # Achieved Outcome (B)													
Percentage of the Outcome (C)			$B+A \times 100 = C$													

ATTACHMENT B
CONTRACTOR'S BUDGET

FIRM-FIXED FEE FOR SERVICE PROVIDER BUDGET

PROJECT NAME: _____
CONTRACTOR: _____ **CONTRACT NUMBER:** _____
CONTRACT PERIOD: _____ **CONTACT PERSON:** _____
FISCAL YEAR: _____ **TELEPHONE NUMBER:** _____

DIRECT SERVICES ⁽¹⁾

	LIST TYPES OF SERVICE ⁽²⁾ :	ESTIMATED # OF SERVICE HOURS	Cost per Service Unit/Hour	TOTAL COST
		A	B	C=B*A
	IN-HOUSE			
1		1,600	\$62.50	\$ 100,000
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
	SUBCONTRACTED			
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
	Total Direct Services Cost			\$100,000

Footnote:

Contractors are required to complete a budget **analysis/narrative** for each separate line item in their budget. All figures and compilations must be clearly explained.

FEE FOR SERVICES Cost Analysis ⁽¹⁾

Amendment Number _____
 Budget Modification Number _____

1	PROJECT NAME:			
2				
3	CONTRACTOR:		CONTRACT NUMBER:	
4	CONTRACT PERIOD:		CONTACT PERSON:	
5	FISCAL YEAR:		TELEPHONE NUMBER:	
6				
7	Salaries & Benefits			Cost
8				
9		Salaries		
10		Fringe Benefits		
11				
12		Personnel Subtotal (line 9+10)		
13				
14	OPERATING COSTS		Monthly Cost	Yearly Cost
15				
17	Supplies			
18	Mileage (rate per mile x estimated mileage)			
21	Rent			
22	Utilities			
23	Telephones			
24	Other (must be itemized)			
25				
26	Operating Costs - Subtotal			
27				
28			Percentage	Yearly Cost
29	INDIRECT COSTS (List all appropriate or a flat rate of 10% of line 9.)			
30	Indirect Cost - Subtotal			
31				
32				
33				
34	Total Cost (The sum of line 12,26 and 30).			
35				
36		Numbers of participants to be serviced		
37				
38	COST PER PARTICIPANT (SERVICE FEE Firm-fixed-fee line 34 divided over line 36)			

45 **Footnotes:**

(1) All costs must be reasonable and prorated by the percentage of uses in serving LTFSS teen participants if costs includes other programs cost. One Cost Analysis should be done for each Service Fee.
 Provide a narrative for each line item show why the cost is both reasonable and necessary to the project.

**REQUIRED BID SHEET
FORM OF BID TO BE SUBMITTED BY PROPOSER**

The undersigned offers to furnish all personnel and materials for the provision of CSBG services. Said work shall be done for the period prescribed and in the manner set forth in RFP, Appendix B, Statement of Work.

I agree to provide CSBG services for nonprofit community action agencies in Los Angeles County. The following price for the proposed service being bid is firm and fixed for the term of the Contract for First Supervisorial District, South East Los Angeles sub-District, Capacity Building services.

THIS BID SHALL REMAIN A FIRM OFFER FOR ONE HUNDRED EIGHTY DAYS FOLLOWING THE LAST DAY TO SUBMIT PROPOSALS.

 _____ Date 1/26/09
Signature of Authorized Agent

Herbert K. Hatanaka, DSW

Typed Name of Authorized Agent
Special Service for Groups

Firm Name
605 W. Olympic Blvd., Suite 600, Los Angeles, CA 90015

Firm Address

Budget Sheet for

**Community Services Block Grant Services
Capacity Building- First District, SELA sub-District**

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary	Annual Salary
Project Manager (V. Lewis)	30%	<u>\$ 28.85</u>	<u>\$ 1,500.00</u>	<u>\$ 18,000.00</u>
Program Specialist (R. Williams)	45%	<u>\$ 17.25</u>	<u>\$ 1,345.50</u>	<u>\$ 16,146.00</u>
Program Assistant/Data Entry	45%	<u>\$ 13.00</u>	<u>\$ 1,014.00</u>	<u>\$ 12,168.00</u>
		Total salaries and wages	\$ 3,859.50	\$ 46,314.00

FTE = Full Time Equivalent Positions

Employee Benefits	No. of employees	Monthly Cost per FTE	Annual Salary
Medical insurance	.75 FTE	<u>\$ 199.19</u>	<u>\$ 2,390.22</u>
Dental insurance	.75 FTE	<u>\$ 85.37</u>	<u>\$ 1,024.38</u>
Life insurance	.75 FTE	<u>\$ 14.23</u>	<u>\$ 170.73</u>
Other			
Long term disability	.75 FTE	<u>\$ 11.38</u>	<u>\$ 136.58</u>
Retirement	.75 FTE	<u>\$ 213.41</u>	<u>\$ 2,560.95</u>
		Total Benefits	\$ 6,282.86

Payroll Taxes (list all appropriate)

	Monthly Cost	Annual Cost
FICA	<u>\$ 295.25</u>	<u>\$ 3,543.02</u>
SUI	<u>\$ 15.44</u>	<u>\$ 185.26</u>
Worker's Comp.	<u>\$ 77.19</u>	<u>\$ 926.28</u>
	Total payroll Taxes	\$ 4,654.56

Insurance (list type/coverage)

	Monthly Cost	Annual Cost
SSG maintains 100% required insurance coverage including general liability, excess liability, professional, auto, crime/fidelity bond and directors & officers.	<u>\$ -</u>	<u>\$ -</u>
Mileage	<u>\$ 55.00</u>	<u>\$ 660.00</u>
Supplies	<u>\$ 150.00</u>	<u>\$ 1,800.00</u>
Services (Subcontractor)	<u>\$ 1,666.67</u>	<u>\$ 20,000.00</u>
Office equipment	<u>\$ 190.00</u>	<u>\$ 2,280.00</u>
Telephone/utilities	<u>\$ 215.00</u>	<u>\$ 2,580.00</u>
Other		
Copying/Printing (training materials)	<u>\$ 378.13</u>	<u>\$ 4,537.56</u>
Meeting Expenses	<u>\$ 150.00</u>	<u>\$ 1,800.00</u>
	Total Insur/misc/S&S	\$ 33,657.56

Total Direct Costs \$ 7,575.75 \$ 90,908.98

INDIRECT COST (list all appropriate)

General Accounting/Payroll- 2%		
Management Overhead- Executive, HR, Technical Assistance- 5.5%		
Other (specify)		\$ 9,090.90
Contract Compliance, Insurance, rent, facilities maintenance- 3.6 %		
	Total indirect cost	\$ 9,091.02

Total Direct and Indirect Cost \$ 8,333.33 \$ 100,000.00

Fee Per Service Per Month

100

\$ 62.50

(total of 1,600 hours @ \$62.50 per hour of service per agency)

Required Forms- Exhibit 3
Required Line Budget Narrative

SSG/FIC SELA Capacity Building Project
Proposed CSBG Budget - Budget Narrative

Item	Narrative Justification	Amount
Direct Cost		
Program Manager- V. Lewis (30 % FTE)	The Program Manager is responsible for implementation and development of the proposed project, including Partner and staff job descriptions, implementation steps and quality assurance. She will supervise all project staff volunteers and approves all educational and training curricula. She has three years of experience with capacity building and technical assistance services, cultural competency, outreach and networking skills. The monthly salary is \$5,000. She will spend 30% of her time on this project which equals \$1,500/month x 12 totaling \$18,000	<u>\$18,000.00</u>
Program Specialist- R. Williams (45% FTE)	The Program Specialist is responsible for the coordination of trainings. S/he will assist in data gathering for reports. Coordinate with Subcontractors. Work with the 10 agency participants. Manage the data information system. S/he will spend 45% of her time on this project. The monthly salary is \$1345.50 x 12 totaling \$16,146.	<u>\$16,146.00</u>
Program Assistant- TBD (45% FTE)	The Program Assistant is responsible for assisting with preparation and set-up for trainings. S/he will do data entry. Maintain database and accurate documentation on each client contacted in outreach and services provided. Update database regularly. S/he will spend 45% of their time on this project. The monthly salary is \$1,014 x 12 totaling \$12,168. This position will not receive benefits.	<u>\$12,168.00</u>
	Total Salaries	<u>\$46,314.00</u>
Employee Benefits	Breakdown as follows: Medical group coverage (ranges from \$243.36-\$543.74) dental group coverage (ranges from \$10.61-\$20.58), retirement benefits (8% of gross) and Long Term Disability (0.49% of wages). SSG covers 100% for employees and up to 50% match for dependents.	<u>\$6,282.86</u>
Payroll Taxes	Breakdown as follows: FICA/Medicare (7.65% of gross), State Unemployment Insurance- SUI (5.3% up to first \$7,000 earned), Workers Compensation (2.4% of gross)	<u>\$4,654.56</u>
	Total fringe benefits (benefits and payroll taxes) average about 31% of salaries. The actual cost is 31.4% of salaries for this proposal.	
Insurance	SSG maintains 100% required insurance coverage including general liability, excess liability, professional, auto, crime/fidelity bond, and directors and officers. These costs included in indirect cost.	<u>\$0.00</u>

Mileage	Local mileage reimbursement for staff up to 100 miles per month. Rate used is \$.55 per mile. Mileage is reimbursed for project-related travel to and from training and agency sites.	<u>\$660.00</u>
Supplies	Estimated cost for general office supplies necessary for ongoing program activities and administrative duties. Includes but not limited to calendars, pens, paper, staples, diskettes, ink cartridges, filing cabinets and program materials. Estimated at \$175/month x 12 totaling \$2,100	<u>\$1,800.00</u>
Services	Cost for Community Trainers/Subcontractors to facilitate FIC SELA CBP trainings including but not limited to grant writing, budgeting, board development, planning and evaluation, building partnerships and community advocacy. Rate of up to \$130.00 per hour. Estimated at \$1,666/month x 12 totaling \$20,000.	<u>\$20,000.00</u>
Office Equipment	Cost for office equipment necessary for this project. Includes but not limited to desktop printers, projector, personal computer hardware and accessories and scanner. Estimated cost of \$2,280 per year.	<u>\$2,280.00</u>
Telephone/Utilities	Cost for share of telephone use for conducting outreach, making appointments, providing information to participants, and coordinating with instructors. Also includes a portion of the staff mobile phone use (for project related calls) off-site. Estimated at \$250/month x 12 months totaling \$3,000	<u>\$2,580.00</u>
Other		
Copying/Printer (training materials)	Estimated cost for packaging and producing educational and informational material for trainings. Estimated at \$400/month x 12 totaling \$4,800	<u>\$4,537.56</u>
Meeting Expenses	Estimated cost for consumable items, space cost and other training related expenses. Estimated at \$1,800 per year.	<u>\$1,800.00</u>
	Total Insurance/Misc. Service and Supplies	<u>\$33,657.56</u>
	TOTAL DIRECT COSTS	<u>\$90,908.98</u>
INDIRECT COST	Special Service for Groups has a federally approved indirect cost rate of 11.1% of direct costs. 10.7% is applied here, and the remainder is provided in-kind. Indirect costs include General Accounting/payroll- 2%, Management Overhead (Executive, HR, Technology)	<u>\$9,091.02</u>
	TOTAL DIRECT AND INDIRECT COST	<u>\$100,000.00</u>

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

Employer Pays \$ 289.96 Employee Pays \$ 0 Total Mo. Premium \$ 289.96

Annual Deductible
Employee \$ 0 Family \$ 0

Coverage (√):

Hospital Care (In Patient Out Patient
 X-Ray and Laboratory
 Surgery
 Office Visits
 Pharmacy
 Maternity
 Mental Health/Chemical Dependency, In Patient
 Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ 11.30 Employee Pays \$ 0 Total Mo. Premium \$ 11.30

Life Insurance:

Employer Pays \$ 3.20 Employee Pays \$ 0 Total Mo. Premium \$ 0

Vacation:

Number of Days 6-21 and

Any increase after 1 years of employment, number of days or hours 12-21

Sick Leave:

Number of Days 12 and

Any increase after 0 years of employment, number of days or hours 0

Holidays:

Number of Days 10 per year

Retirement:

Employer Pays \$ 100% Employee Pays \$ 0 Total Premium \$ 7.5% of gross income
per employee per month.

EMPLOYEE BENEFITS

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
Herbert K. Hatanaka, DSW	(213) 553-1800
Naomi Kageyama	(213) 553-1807
Veronica Lewis	(213) 236-9389

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

Diversity Research & Consulting Group; Yvonne Chavez, Naomi Knighting-Gale; Institute of Environmental Mold Management

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Special Service for Groups

Name of Firm	
Herbert K. Hatanaka, DSW	Executive Director
Print Name of Signer	Title
<i>Herbert Hatanaka</i>	Executive Director
Signature	Date
	1/10/09

ATTACHMENT C

INVITATION FOR BID/REQUEST FOR PROPOSALS/ GROUNDS FOR REJECTION

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer

Signature

Date

ATTACHMENT D

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

- C. List names of all joint ventures, partners, sub-Contractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

ATTACHMENT E

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

Article I. XVII CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

ATTACHMENT F

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

- 1) The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process and that it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

LOBBYIST CERTIFICATION

POI FORM REVISED 07/02/01

ATTACHMENT G
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. CONTRACTOR has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, CONTRACTOR has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EEO CERTIFICATION

ATTACHMENT H

**BIDDER'S/OFFEROR'S NON-DISCRIMINATION
IN-SERVICES STATEMENT**

Proposer's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the CONTRACTOR, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

- (circle one)
1. The Proposer has a written policy statement prohibiting discrimination in providing services and benefits. Yes No

 2. The Proposer periodically monitors the equal provision of services to ensure nondiscrimination. Yes No

 3. Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. Yes No

Name of Title of Signer

Signature

Date

ATTACHMENT I

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Proposer has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

_____ YES _____ NO (subject to verification by County)

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

ATTACHMENT J
CONTRACTOR ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this CONTRACTOR Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

CONTRACTOR understands and agrees that the CONTRACTOR employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. CONTRACTOR understands and agrees that Contractor's Staff must rely exclusively upon CONTRACTOR for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

CONTRACTOR understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. CONTRACTOR understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

CONTRACTOR and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, CONTRACTOR and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, CONTRACTOR and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. CONTRACTOR and Contractor's Staff understand that if they are involved in County work, the County must ensure that CONTRACTOR and Contractor's Staff will protect the confidentiality of such data and information. Consequently, CONTRACTOR must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

CONTRACTOR and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between CONTRACTOR and the County of Los Angeles. CONTRACTOR and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

CONTRACTOR and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to CONTRACTOR and Contractor's Staff under the above-referenced contract. CONTRACTOR and Contractor's Staff agree to protect these confidential materials against disclosure to other than CONTRACTOR or County employees who have a need to know the information. CONTRACTOR and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, CONTRACTOR and Contractor's Staff shall keep such information confidential.

CONTRACTOR and Contractor's Staff agree to report any and all violations of this agreement by CONTRACTOR and Contractor's Staff and/or by any other person of whom CONTRACTOR and Contractor's Staff become aware.

CONTRACTOR and Contractor's Staff acknowledge that violation of this agreement may subject CONTRACTOR and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____
PRINTED NAME: _____
POSITION: _____

DATE: ____/____/____

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR Name _____
Contract No. _____

Non-Employee
Name _____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the CONTRACTOR referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced CONTRACTOR for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced CONTRACTOR and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced CONTRACTOR.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced CONTRACTOR or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced CONTRACTOR any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced CONTRACTOR upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____
PRINTED NAME: _____ POSITION: _____

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

ATTACHMENT L

**Internal Revenue Service
Notice 1015**



Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

ATTACHMENT M

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

BACKGROUND

There is keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purpose Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-Contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County Contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Attachment K).

In California, supervision of charities is the responsibility of the Attorney General whose website, <http://caag.stte.ca.us/>, contains much information helpful to regulated charitable organizations.

LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 125997. Implementing regulation are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulation, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://www.cnmsocal.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

ATTACHMENT N

Safely Surrendered Baby Law

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

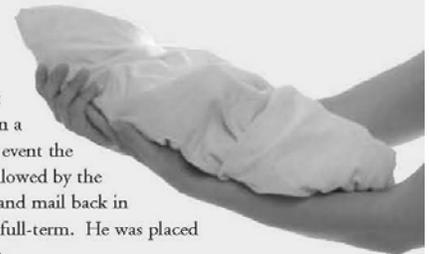
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT O

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS & LANGUAGE SERVICES SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, _____ (Please print your name), hereby file this complaint of discriminatory treatment and request that an investigation be conducted.

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> RELIGION	<input type="checkbox"/> COLOR
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> SEX	<input type="checkbox"/> AGE
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> DISABILITY

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

(SIGNATURE)

(DATE)

ADDRESS: _____

TELEPHONE: _____

PA - 607 (REVISED 7/01)

ATTACHMENT P

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESSES

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small businesses to the County. . .

- in fueling local economic growth
- providing new jobs
- Creating new local tax revenues
- Offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small businesses grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with, and involvement by, the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small businesses to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staffs that manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

ATTACHMENT Q

COUNTY'S ADMINISTRATION

CONTRACT NUMBER: _____

COUNTY CONTRACT DIRECTOR

Name: Carol Walker
Title: County Contract Director
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3530
Facsimile: 562-908-0590
E-Mail: CarolWalker@dpss.lacounty.gov

COUNTY CONTRACT SUPERVISOR

Name: Kristina Buu
Title: County Contract Supervisor
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3557
Facsimile: 562-908-0590
Mail Address: KristinaBuu@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR

Name: Judie Green
Title: County Contract Manager
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3051
Facsimile: 562-908-0590
E-Mail: JudieGreen@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR

Name: Elizabeth Alatorre
Title: County Contract Administrator
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3053
Facsimile: 562-908-0590
E-Mail Address: ElizabethAlatorre@dpss.lacounty.gov

COUNTY CONTRACT MONITOR

Name: Erika Lopez
Title: County Contract Monitor
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: (562) 908-3042
Facsimile: 562-908-0590
E-Mail: ErikaLopez@dpss.lacounty.gov

ATTACHMENT R

CONTRACTOR EMPLOYEE JURY ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURYSERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a CONTRACTOR under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular CONTRACTOR; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 CONTRACTOR Jury Service Policy.

A CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee's deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deducts from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a CONTRACTOR shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any CONTRACTOR or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any CONTRACTOR that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation?

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

ATTACHMENT S

Determination of Contractor Non-Responsibility and Contractors Debarment Ordinance

2.202.010 Findings and Declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible Contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of Contractor non-responsibility and Contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A Contractor includes a Contractor, sub-Contractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a Contractor, sub-Contractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a Contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A Contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over Contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a Contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A Contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a Contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of Contractor non-Responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a Contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a Contractor is non-responsible for a particular contract, said Contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a Contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the Contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a Contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the Contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a Contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the Contractor of the basis for the proposed non-responsibility determination, and shall advise the Contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The Contractor and/or attorney or other authorized representative of the Contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

A. The county may debar a Contractor who has had a contract with the county in the preceding three years and/or a Contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a Contractor if the county finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a Contractor is within the discretion of the county. The seriousness and extent of the Contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a Contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the Contractor's acts or omissions are of such an extremely serious nature that removal of the Contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a Contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact those results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A Contractor's overall performance record. For example, the county may evaluate the Contractor's activity cited as the basis for the debarment in the broader context of the Contractor's overall performance history.
- (5) Whether a Contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a Contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a Contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a Contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a Contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the Contractor made or agreed to make restitution.
- (9) Whether a Contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the Contractor disclosed all pertinent information known to the Contractor.
- (10) Whether the wrongdoing was pervasive within a Contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a Contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a Contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a Contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a Contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a Contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that is appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the Contractor of the basis for the proposed debarment, and shall advise the Contractor that a debarment hearing will be scheduled on a date certain. The Contractor hearing

board shall conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the Contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the Contractor may have with the County terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a Contractor who has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a Contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the Contractor hearing board. The chair of the Contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the Contractor's request for review; or (2) schedule the matter for consideration by the Contractor hearing board which shall hold a hearing to consider the Contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

CIVIL RIGHTS TRAINING SURVEY (REPORT)

Contractor: _____

Address: _____

Contract Manager: _____

Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Miscellaneous Information: _____

LANGUAGE DESIGNATION FORM

CASE NAME: _____ CASE NUMBER: _____

FREE INTERPRETER SERVICES ARE AVAILABLE
(please ask your worker)

A. SPOKEN LANGUAGE DESIGNATION

I speak the language checked below. I prefer to speak/talk about my case or related matters with staff from the Department of Public Social Services in the language selected below. This designation takes the place of my choices made before.

- Armenian Cambodian Cantonese English
- Korean Mandarin Russian Spanish
- Tagalog Vietnamese Other (Specify) _____

B. WRITTEN LANGUAGE DESIGNATION

I prefer to get written letters, notices, forms and other communication in English

OR

I prefer that written communications and forms be sent or given to me, if available, in the language specified below (Chinese is the written language for those who speak Cantonese and Mandarin). In addition, I understand that if written communications from the Department of Public Social Services are not available in the language specified below, I can receive a verbal translation by contacting my case worker.

- Armenian Cambodian Chinese
- English Korean Russian Spanish
- Tagalog Vietnamese Other (Specify) _____

APPLICANT'S/PARTICIPANT'S SIGNATURE (OR MARK)

DATE

I hereby verify that the applicant's/participant's above choices are reflected on LEADER and/or GEARS and/or CMIPS and/or any other computer program used to manage eligibility issues.

CONTRACTOR'S CONTRACT MANAGER

DATE

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS

